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CHARLES KRAVITZ, DAWN )  
JOHANSON-KRAVITZ, and LITTLE )  
HARRY'S LLC; MARGARITA )  
JOHNSON, JOHN JOHNSON, and )  
TWO BEARS PROPERTY )  
MANAGEMENT; and ANDREW VAN )  
HOOK and UNION LAKE )  
ENTERPRISES, LLC, )

SUPERIOR COURT OF NEW JERSEY  
CUMBERLAND COUNTY  
LAW DIVISION

Docket No.

CIVIL ACTION

*Plaintiffs,*

**COMPLAINT AND JURY DEMAND**

v.

PHILIP D. MURPHY, in his official )  
capacity as Governor of New Jersey; )  
GURBIR S. GREWAL, in his official )  
capacity as New Jersey Attorney General; )  
and JUDITH M. PERSICHILLI, in her )  
official capacity as Commissioner of the )  
New Jersey Department of Health, )

*Defendants.*

Plaintiffs, Charles Kravitz, Dawn Johanson-Kravitz, and Little Harry's LLC; Margarita Johnson, John Johnson, and Two Bears Property Management; and Andrew Van Hook and Union Lake Enterprises, LLC, by way of Complaint against Governor Philip D. Murphy, in his official capacity as Governor of New Jersey, Gurbir S. Grewal, in his official capacity as New Jersey Attorney General, and Judith M. Perischilli, in her official capacity as Commissioner of the New Jersey Department of Health (collectively "Defendants") states as follows:

### INTRODUCTORY STATEMENT

1. The outbreak of COVID-19 hit New Jersey especially hard. To date, Governor Murphy has responded to the COVID-19 virus by issuing over 90 executive orders related to the pandemic. This action challenges one of them.

2. More specifically, this lawsuit challenges Governor Murphy's April 24, 2020, Executive Order 128 ("EO 128"), which purports to waive laws governing security deposits for residential leasehold contracts. In addition to unlawfully suspending the applicability of duly enacted laws, the Governor's order modified the rights and obligations of residential landlords and tenants who had mutually and voluntarily entered into contracts that required deposits to secure rental properties against the risk of damage. To make matters worse, Executive Order 128 also *criminalized* adhering to the terms of landlords' then-existing leasehold contracts and compliance with those lawfully adopted statutes governing such contracts. In issuing EO 128, the Governor purportedly waived these contracts and the statutory requirements contained therein without the consent of the contracting parties or the state legislature.

3. Put simply, this case is about the Governor's abuse of power. Exceeding any authority granted by the citizens of New Jersey, the New Jersey Legislature, or the New Jersey Constitution, Governor Murphy has interfered with the contractual rights and obligations of private citizens.

4. The question at hand is not whether one agrees or disagrees with the Governor's policy prescriptions, or whether they are effective or ineffective in addressing some of the impacts of COVID-19. This case instead goes to the heart of our constitutional form of government and the separation of powers. This case focuses explicitly on whether the New Jersey Governor can rely on his own declared public-health emergency to assume authority neither the state Constitution nor the legislature ever granted to waive or amend provisions in private contracts, as well as to override and amend explicit statutory provisions as he chooses.

5. Plaintiffs own residential rental properties in Southern New Jersey. When the Plaintiffs leased those properties, they negotiated with their tenants to ensure that their tenants each paid a security deposit that would secure and protect the Plaintiffs' rental properties against any damage during the tenancies. Executive Order 128 interferes with these agreements and nullifies the Plaintiffs' rights and entitlements under the leases that the Plaintiffs privately and voluntarily negotiated with their tenants.

6. In a time of nationwide economic insecurity, Governor Murphy has unilaterally singled out one type of property owner—residential landlords—and canceled the security that protects their property from physical damage.

7. Adherence to the rule of law provides New Jerseyans with security during a crisis. Governor Murphy's Executive Order 128 does not advance or protect the rule of law; it instead undermines property rights and faith in the duly enacted laws by which we are governed.

8. We have been taught since our very first civics courses in elementary school that our form of government is unique and that no one branch of our government can assume the authority and responsibility of another. We know that we have the right to contract with our fellow man, and that courts will enforce such contractual terms as agreed to by the parties. These foundational truths have held fast during numerous crises throughout our history. We cannot abandon them now.

9. All legitimate authority in New Jersey flows from the people, as it is the people who vested the legislative power in the Senate and General Assembly. The people have never imbued the Governor with the constitutional authority to enact, waive, amend, or repeal laws, and a state of emergency cannot and does not increase the Governor's authority beyond the scope of his power as granted by the Constitutions of the United States and New Jersey and duly enacted state statutes.

10. Plaintiffs ask this Court to carry out and protect our constitutional framework.

11. Plaintiffs seek an order from this Court declaring that Governor Murphy does not have the power to issue Executive Order 128 and that he does not have the power to interfere with leasehold contracts or to waive statutory law.

12. A ruling in the Plaintiffs' favor will restore and protect the rule of law on which New Jersey landlords, tenants, and all New Jerseyans depend.

#### **JURISDICTION AND VENUE**

13. Plaintiffs file this action pursuant to the Constitution, laws, statutes, administrative codes, rules and regulations promulgated by the State of New Jersey and its agencies.

14. Venue is proper in Cumberland County pursuant to R. 4:3-2(a)(1). Plaintiffs Margarita and John Johnson, Two Bears Property Management, Andrew Van Hook, and Union Lake Enterprises, LLC, own real property in Cumberland County and the possessory interests in that real property has been affected by Defendants' actions.

#### **PARTIES**

15. Plaintiffs Charles Kravitz and Dawn Johanson-Kravitz are residents of Mullica Hill, New Jersey. They own and operate Little Harry's LLC, which leases a residential property that the Kravitzes own in Glassboro in Gloucester County, New Jersey. The Kravitzes rented the property pursuant to the terms of a written lease agreement entered into on August 3, 2019. (A copy of the Deed dated February 11, 2019, is attached as Exhibit 1; and, a copy of the 2019 Lease Agreement is attached as Exhibit 2).

16. Plaintiffs Margarita Johnson and John Johnson are residents of Vineland, New Jersey. They own and operate Two Bears Property Management and are co-trustees of the Johnson Trust, which owns a residential property in Vineland in Cumberland County, New Jersey. The Johnsons rent the property pursuant to the terms of a written lease agreement entered into on July 31, 2017. (A

copy of the Deed dated October 16, 2019, is attached as Exhibit 3; and a copy of the 2017 Lease Agreement is attached as Exhibit 4).

17. Plaintiff Andrew Van Hook is a resident of Millville in Cumberland County, New Jersey. He is the managing member of Union Lake Enterprises, LLC, which owns a residential property in Millville, New Jersey. Union Lake Enterprises, LLC rents such residential property pursuant to the terms of a written lease agreement entered into on June 22, 2020, which replaced the terms of the prior leases the parties had agreed to on June 26, 2018. (A copy of the Deed dated October 20, 2006, is attached as Exhibit 5; a copy of the 2018 Lease Agreement and 2020 Addendum are attached as Exhibits 6 and 7, respectively).

18. Defendant Philip D. Murphy is the Governor of the State of New Jersey. He is sued in his official capacity.

19. Defendant Gurbir S. Grewal is the Attorney General of the State of New Jersey. He is sued in his official capacity.

20. Defendant Judith M. Persichilli is the Commissioner of the New Jersey Department of Health. She is sued in her official capacity.

### **STATEMENT OF FACTS**

#### **A. Plaintiffs and Their Tenants Voluntarily Contracted for Residential Leases that Required Security Deposits**

##### **1. Facts Specific to the Kravitzes**

21. The Kravitzes own a residential property located at 611 Heston Road in Glassboro, Gloucester County, New Jersey (the “Glassboro Property”). (See Exhibit 1). The Glassboro Property is located near Rowan University.

22. On August 3, 2019, the Kravitzes rented the Glassboro Property to four students at Rowan University, the “Rowan Tenants,”<sup>1</sup> pursuant to a residential lease agreement (the “Glassboro Lease”). (See Exhibit 2).

23. According to the terms of the Glassboro Lease, the parties agreed to certain covenants and obligations:

a. The Rowan Tenants agreed to lease the Glassboro Property from August 15, 2019 through June 1, 2020. (Id. at 3).

b. The Rowan Tenants would pay \$2,000 per month in rent. (Id.).

c. The lease required the Rowan Tenants to pay a security deposit of \$2,000 on the execution of the lease. The Kravitzes would “hold the Security Deposit in an interest bearing account” and “return the Security deposit at the end of th[e] tenancy, less such deductions as provided in th[e] Lease” except that “no deduction w[ould] be made for damage due to reasonable wear and tear nor for any deduction prohibited by law.” (Id. at 4).

d. The Glassboro Lease also specified that the Kravitzes may charge their tenants “or make deductions from the Security Deposit” to cover the following costs, see generally, id. at 4-5:

i. Repair of walls due to plugs, large nails or any unreasonable number of holes in the walls including the repainting of such damaged walls;

ii. Repainting requires to repair the results of any other improper or excessive damage by the Tenant;

iii. Unplugging toilets, sinks, and drains;

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<sup>1</sup> To protect the privacy of the Kravitzes tenants, who are not parties to this lawsuit, this Complaint will refer to them collectively as the “Rowan Tenants” and individually as “Mr. Doe(s) 1-4.”

- iv. Replacing damaged or missing doors, windows, screens, mirrors, or light fixtures;
- v. Repairing cuts, burns, or water damage to floors, rugs, or other areas;
- vi. Any other repairs or cleaning due to any damage beyond normal wear and tear;
- vii. The cost of extermination if the tenants brought or allowed insects into the property;
- viii. Repairs and replacements required because the tenants left open windows and allowed rain or water damage; and
- ix. Replacement of locks and/or lost keys if the tenants misplaced their keys;
- x. Professional carpet cleaning if the tenants have not made arrangements for professional cleaning and repairs

e. The Glassboro Lease also specified that the Rowan Tenants “may not use the Security Deposit as payment for Rent.” (Id. at 5).

f. The Kravitzes return the Security Deposit “less any proper deductions” “[w]ithin the time period required by law and after termination” of the Glassboro Lease. (Id. at 4).

g. The Glassboro Lease made the Rowan Tenants jointly and severally liable “for each other’s acts, omission and liabilities” under the lease. (Id. at 10).

h. The Glassboro Lease also provided that “[a]ny waiver by the Landlord of any failure by the Tenant(s) to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord’s rights under the lease ... and will not defeat or affect in any way the Landlord’s rights in respect [to] any subsequent default or breach.” (Id.).

## 2. Facts Specific to the Johnsons

24. In the early 2000s, the Johnsons purchased a residential property located at 728 South 6th Street, Unit A in the City of Vineland, Cumberland County, New Jersey (the “Sixth Street Property”). (See Exhibit 3).<sup>2</sup> The Sixth Street Property is a duplex.

25. At the time of purchase, the Sixth Street Property was occupied by a tenant, the “Sixth Street Tenant,”<sup>3</sup> who has continued to occupy the unit since that time.

26. On July 31, 2017, the Johnsons continued the rental relationship with the Sixth Street Tenant and executed a new residential lease agreement (the “Sixth Street Lease”). See (Exhibit 4).

27. According to the terms of the Sixth Street Lease, the parties agreed to certain covenants and obligations, see generally, id.:

a. The Sixth Street Tenant agreed to lease the Sixth Street Property from August 1, 2017, through July 31, 2019. The Johnsons and the Sixth Street Tenant continue to operate under the terms of the S. 6th St. Lease on a month-to-month tenancy. (Id. at 1).

b. The Sixth Street Tenant would pay \$820 per month in rent. (Id. at ¶ 1)

c. The lease required the Sixth Street Tenant to pay a security deposit of \$1,230 on the execution of the lease. (Id. at ¶ 5).

d. The Sixth Street Lease also specified that the Johnsons may charge their tenant for “[t]he cost of all damages; to include materials, labor and any applicable taxes.” (Id. at ¶¶ 16A, 20A).

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<sup>2</sup> On October 16, 2019, the Johnsons transferred their ownership interest in the Sixth Street Property into the Johnson Family Trust and retained for themselves a life estate in the property. The Johnsons are co-trustees of the Johnson Family Trust.

<sup>3</sup> To protect the privacy of the Johnsons’ tenant, who is not a party to this lawsuit, this Complaint will refer to her as the “Sixth Street Tenant.”



e. If the Sixth Street Tenant failed to comply with any material provision of the Sixth Street Lease or any statutorily imposed duties, the lease specified that the Johnsons could terminate the lease after providing seven days' notice of the tenant's non-compliance. (Id. at ¶ 20).

f. If the Sixth Street Tenant failed to pay rent in full by the 20th day of the month, the Sixth Street Lease “[would] be considered terminated, unless a prior written agreement is signed by” the parties. In the instance of default, the Sixth Street Lease includes provisions making the Sixth Street Tenant responsible for certain costs related to any legal action arising out of a default. (Id. at ¶ 36.1.)

28. The Sixth Street Lease also set out the terms governing the parties' rights and obligations with respect to the security deposit due under the lease. Specifically, Paragraph 5 provides as follows:

**SECURITY DEPOSIT.** On execution of this lease, Lessee deposits with Lessor One Thousand Two Hundred Thirty Dollars (\$1230.00), the sum equal to one and one-half (1.5) months rent, receipt of which is acknowledged by Lessor, as security for the faithful performance by Lessee of the terms hereof, to be returned to Lessee, with interest except where required by law, on the full and faithful performance by them of the provisions hereof.

(Id. at ¶ 5).

29. The Sixth Street Lease provides that the security deposit “has been placed in a savings account gaining interest.” (Id. at ¶ 19).

### **3. Facts Specific to Mr. Van Hook**

30. Mr. Van Hook is the managing member of Union Lake Enterprises, LLC, which owns a residential propriety located at 726 Whitaker Avenue in Millville, Cumberland County, New Jersey (the “Millville Property”). (See Exhibit 5).

31. On June 22, 2018, Union Lake by and through Mr. Van Hook rented the Millville Property to the “Millville Tenant”<sup>4</sup> pursuant to a residential lease agreement (the “Millville Lease”).<sup>5</sup> (See Exhibit 6).

32. According to the terms of the Millville Lease, the parties agreed to certain covenants and obligations, see generally, id.:

i. The Millville Tenant agreed to initially lease the Millville Property from August 1, 2018, through June 30, 2020. (Id. at ¶ 3).

j. The Millville Tenant would pay \$1,450 per month in rent. (Id. at ¶ 4).

k. The lease required the Millville Tenant to pay a security deposit of \$2,175 on the execution of the lease “to assure that the [Millville] Tenant performs all of the Tenant’s obligations under [the] Lease.” (Id. at 5).

l. The Millville Lease also specified that the tenant must, see generally, id. at ¶ 15:

- i. maintain the lawn;
- ii. conduct ordinary maintenance;
- iii. replace the carpet if such action is a necessary result of the Millville Tenant or her pets;
- iv. pay “for all repairs, replacements and damages caused by the act or neglect of the Tenant;”
- v. clean the property prior to vacating;
- vi. repair any damage prior to vacating; and,

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<sup>4</sup> To protect the privacy of Mr. Van Hook’s tenant, who is not a party to this lawsuit, this Complaint will refer to her as the “Millville Tenant.”

<sup>5</sup> The Millville Lease is a “New Jersey Realtors® Standard Form of Residential Lease.”

vii. return the property “in the same condition as it was at the beginning of the Term, except for normal wear and tear.”

m. After the initial term elapsed, the Union Lake Enterprises by and through Mr. Van Hook and the Millville Tenant executed an addendum to the Millville Lease which extends the terms of the Millville Lease “for an additional twelve (12) months until June 30, 2021.” (Exhibit 7).

n. If the Millville Tenant violated the terms of the Millville Lease, Union Lake Enterprises could terminate the lease through eviction proceedings. (Exhibit 6 at ¶ 12).

o. If the Millville Tenant failed to pay by the 5th of the month, Union Lake Enterprises could charge a \$45 + \$5/day late fee. (Id. at ¶ 7).

p. The Millville Lease also includes a provision stating that the “[l]ease can only be changed in writing by an agreement signed” by both parties. (Id. at ¶ 32).

33. The Millville Lease also set out the terms governing the parties’ rights and obligations with respect to the security deposit due under the lease. Specifically, Paragraph 6 provides as follows:

**SECURITY DEPOSIT:** Tenant shall pay to the Landlord the sum of \$2,175.00 (the “Security Deposit” which cannot exceed one and one-half months rent) to assure that the Tenant performs all of the Tenant’s obligations under this Lease. If the Landlord collects any additional Security Deposit, the additional security collected annually shall not be greater than 10 percent of the current Security Deposit. Landlord shall comply with the Rent Security Deposit Act, N.J.S.A. 46:8-19 et seq. (the “Act”), unless this Lease is for owner occupied Property with not more than two rental units or is a seasonal tenancy of not more than 125 consecutive days. Any attempt to waive the requirements of the Act is prohibited and void as a matter of law.

The Act requires depositing the Security Deposit into a banking institution or investment company in New Jersey and notifying the Tenant in writing of the name and address of the banking institution or investment company, the type of account in which the Security Deposit is deposited or invested (for example, interest bearing or money market), the amount of the Security Deposit, and the current rate of interest for the account within 30 days of each of the following: (a) the Landlord’s receipt of the Security Deposit from the Tenant; (b) the Landlord moving the deposit from one institution or fund to another (unless the move is due to a merger, in which case a notice to the Tenant must be within 30 days of receipt of notice by the Landlord of the merger if the merger occurs more than 60 days prior to the annual interest

payment); or (c) the transfer or conveyance of ownership or control of the Property. Such notice also must be provided at the time of each annual interest payment. All interest earned on the Security Deposit shall be paid to the Tenant in cash or be credited toward the payment of rent due under this Lease upon the anniversary date of this Lease, the renewal of the Term or on January 31, if the Landlord gives the Tenant written notice that interest will be paid on January 31.

The Act also provides that, if the Landlord sells or conveys the Property during the Term of this Lease, the Landlord will transfer the Security Deposit plus the undistributed interest to the new owner. The Landlord shall notify the Tenant of the sale or conveyance, as well as the name and address of the new owner. The notice shall be given by registered or certified mail within five days after conveyance of title. After acquisition of the Property, the new owner shall be liable for investing the Security Deposit, making all interest payments, giving all notices and returning the Security Deposit as required under the Act, even if the Landlord fails to transfer the Security Deposit.

The Landlord shall inspect the Property after the Tenant vacates at the end of the Term. **Within 30 days of the termination of this Lease, the Landlord shall return the Security Deposit plus the undistributed interest to the Tenant, less any charges expended by the Landlord for damages to the Property resulting from the Tenant's occupancy.** The interest and deductions shall be itemized in a statement by the Landlord, and shall be forwarded to the Tenant with the balance of the Security Deposit by personal delivery, or registered or certified mail. **The Security Deposit may not be used by the Tenant for the payment of rent without the written consent of the Landlord.**

(Id. at ¶ 6) (emphasis added).

## **B. COVID-19 Is a Threat to the Health and Welfare of New Jersey Residents**

34. The novel coronavirus COVID-19 is a serious and contagious viral disease spread mainly through close contact from person-to-person. How to Protect Yourself & Others, Ctrs. For Disease Ctrl. and Prevention (Apr. 24, 2020), available at <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/prevention.html>.

35. The first case of COVID-19 in New Jersey was confirmed on March 4, 2020. COVID-19 Confirmed Case Summary, N.J. Dep't of Health 5 (May 27, 2020), available at [https://www.nj.gov/health/cd/documents/topics/NCOV/COVID\\_Confirmed\\_Case\\_Summary.pdf](https://www.nj.gov/health/cd/documents/topics/NCOV/COVID_Confirmed_Case_Summary.pdf).

36. By March 9, 2020, there were 35 confirmed and presumptive cases of COVID-19 in New Jersey. Murphy Exec. Order No. 103 (Mar. 9, 2020), available at <https://nj.gov/infobank/eo/056murphy/pdf/EO-103.pdf>.

37. As of December 14, 2020, New Jersey had [number] lab-confirmed cases of COVID-19. NJ COVID-19 Data Dashboard, Official Site of the State of New Jersey (Dec. 14, 2020), available at <https://covid19.nj.gov/#live-updates>.

### **C. Governor Murphy Declares a State of Emergency in Response to COVID-19**

38. On March 9, 2020, Governor Murphy issued Executive Order No. 103, declaring a public health emergency and state of emergency in New Jersey. Murphy Exec. Order No. 103.

39. The stated purpose of the Governor’s order was “to protect the health, safety and welfare of the people of the State of New Jersey[.]” Id. at 4.

40. As authority to declare a state of emergency through Executive Order 103, Governor Murphy relied on “the Constitution and statutes of the State of New Jersey, particularly the provisions of N.J.S.A. 26:13-1 et seq., N.J.S.A. 38A:3-6.1, and N.J.S.A. 38A:2-4 and all amendments and supplements thereto[.]” Id.

41. The Governor’s stated justification for the first state of emergency declaration was N.J.S.A. 26:13-1 et seq., the “Emergency Health Powers Act.”

42. The Emergency Health Powers Act permits the Governor, “in consultation with the [Commissioner of Health] and the Director of the State Office of Emergency Management” to “declare a public health emergency.” N.J.S.A. 26:13-3.

43. A “public health emergency” is “an occurrence or imminent threat of an occurrence” that “is caused or is reasonably believed to be caused by” several biological threats, including “ the appearance of a novel or previously controlled or eradicated biological agent[.]” and “poses a high probability of ... a large number of deaths, illness, or injury” or “a large number of serious or long-

term impairments” or that “poses a significant risk of substantial future harm to a large number of people[.]” N.J.S.A. 26:13-2.

44. Section 13-3 of Title 26 requires any order by the Governor declaring a public health emergency to specify: “(1) the nature of the public health emergency; (2) the geographic area subject to the declaration; (3) the conditions that have brought about the public health emergency to the extent known; and (4) the expected duration of the public health emergency, if less than 30 days.”

45. Any public health emergency “terminate[s] automatically after 30 days unless renewed by the Governor under the same standards and procedures” set out in ¶ 44 of this Complaint. N.J.S.A. 26:13-3(b).

46. Once the Governor has declared a public health emergency under 26:13-1 et seq., the Act grants certain specific, health-related authority to the Governor and the Commissioner of the New Jersey Department of Health, see N.J.S.A. 26:13-2, including the authority to: (1) investigate the health event, N.J.S.A. 26:13-4, 13-5; (2) establish a registry of available health-care workers, N.J.S.A. 26:13-6; (3) provide for the safe disposition of human remains, N.J.S.A. 26:13-7; (4) “close, compel the evacuation of, or denominate” facilities that “may endanger the public health,” N.J.S.A. 26:13-8; (5) dispose of infectious waste, N.J.S.A. 26:13-10; (6) control the supply and distribution of pharmaceutical agents, N.J.S.A. 26:13-11; (7) prevent transmission of the disease, N.J.S.A. 26:13-12; (8) require persons to submit to testing, N.J.S.A. 26:13-13; (9) require the vaccination, treatment, decontamination, isolation, or quarantine of persons, N.J.S.A. 26:13-14, -15; (10) educate the public about the efficacy of vaccines, N.J.S.A. 26:13-23; (11) reinstate the employment of persons who were isolated or quarantined, N.J.S.A. 26:13-16; (12) access and disclose medical records in certain circumstances, N.J.S.A. 26:13-17; (13) disseminate information about food-access programs, N.J.S.A. 26:13-17.1; (14) require the assistance of health-care workers, N.J.S.A. 26:13-18; (15) provide for

potassium iodine in case of a radiological emergency, N.J.S.A. 26:13-20; and (16) administer a Biological Agent registry, N.J.S.A. 26:13-22.

47. In addition to certain powers to control health-care facilities, the Governor or the commissioner may also “procure, by condemnation or otherwise, subject to the payment of reasonable costs” to “construct, lease, transport, store, maintain, renovate or distribute property and facilities as may be reasonable and necessary to respond to the public health emergency[.]” N.J.S.A. 26:13-9. “Such property and facilities include, but are not limited to, communication devices, carriers, real estate, food and clothing.” Id.

48. The Governor or the commissioner may also “inspect, control, restrict, and regulate by rationing and using quotas, prohibitions on shipments, allocation or other means, the use, sale, dispensing, distribution or transportation of food, clothing and other commodities, as may be reasonable and necessary to the public health emergency.” Id.

49. The Governor or the commissioner also has the authority to restrict the movement of persons “if such action is reasonable and necessary to respond to the public health emergency.” Id.

50. Governor Murphy’s second justification for issuing the Executive Order is N.J.S.A. 38A:3-6.1, which governs “[a]id to localities in circumstances which threaten or endanger public health, safety, or welfare.” This provision authorizes the Governor “to order active duty, with or without pay, in State service, such members of the New Jersey National Guard ... to provide aid to localities in circumstances which threaten or are a danger to public health, safety or welfare.” Id.

51. Governor Murphy’s third justification for issuing the Executive Order is N.J.S.A. 38A:2-4, which authorizes the Governor, “in case of insurrection, invasion, tumult, riot, breach of peace, natural disaster, or imminent danger to public safety,” to “order to active duty all or any part of the militia that he may deem necessary.”

**D. Governor Murphy Issued Scores of Executive Orders and Extended the Public Health Emergency Several Times**

52. Between March 9, 2020, when Governor Murphy declared a state of emergency, and December 14, 2020, Governor Murphy issued another 90 executive orders relating to COVID-19. See Executive Orders Phil Murphy (last visited Dec. 14, 2020), available at <https://nj.gov/infobank/eo/056murphy/>.

53. In one such order, Executive Order 106, Governor Murphy stayed foreclosures and evictions. Murphy Exec. Order No. 106 (March 19, 2020), available at <https://nj.gov/infobank/eo/056murphy/pdf/EO-106.pdf>. Specifically, Executive Order 106 stayed enforcement of all judgments for possession, warrants of removal, and writs of possession, except when a court determines that enforcement is necessary in the interest of justice. Id.

54. Executive Order 106 remains in effect until two months “following the end of the Public Health Emergency or State of Emergency established by Executive Order No. 103 (2020), whichever ends later[.]” Id. at 4.

55. Since March, Governor Murphy has on nine separate occasions declared that the Public Health Emergency established by Executive Order 103 continued to exist. See Murphy Exec. Order No. 119 (Apr. 7, 2020), available at <https://nj.gov/infobank/eo/056murphy/pdf/EO-119.pdf>; Murphy Exec. Order No. 138 (May 6, 2020), available at <https://nj.gov/infobank/eo/056murphy/pdf/EO-138.pdf>, Murphy Exec. Order No. 151 (June 4, 2020), available at <https://nj.gov/infobank/eo/056murphy/pdf/EO-151.pdf>; Murphy Exec. Order No. 162 (July 2, 2020), available at <https://nj.gov/infobank/eo/056murphy/pdf/EO-162.pdf>; Murphy Exec. Order No. 171 (Aug. 1, 2020), available at <https://nj.gov/infobank/eo/056murphy/pdf/EO-171.pdf>; Murphy Exec. Order No. 181 (Aug. 27, 2020), available at <https://nj.gov/infobank/eo/056murphy/pdf/EO-181.pdf>; Murphy Exec. Order



No. 186 (Sept. 25, 2020), available at <https://nj.gov/infobank/eo/056murphy/pdf/EO-186.pdf>; Murphy Exec. Order No. 191 (Oct. 24, 2020), available at <https://nj.gov/infobank/eo/056murphy/pdf/EO-191.pdf>; Murphy Exec. Order No. 200 (Nov. 22, 2020), available at <https://nj.gov/infobank/eo/056murphy/pdf/EO-200.pdf>.

56. Executive Order 200, issued on November 22, 2020, renewed the public health emergency for 30 days ending on December 22, 2020, unless renewed.

### **E. The Gubernatorial Power to Issue Executive Orders Does Not Include Power to Interfere with Contract Obligations or to Waive or Amend Laws**

57. The Governor may issue an executive order only when acting within his authority. See Michael S. Herman, Gubernatorial Executive Orders, 30 Rutgers L.J. 987, 989-90 (1999).

58. An executive action that goes beyond the Governor’s grant of statutory or constitutional authority, such that it is “fundamentally incompatible” with “existing laws and statutes as to impair the ‘essential integrity’ of the constitutional powers of the Legislature” is invalid. Commc’ns Workers of Am., AFL-CIO v. Christie, 413 N.J. Super. 229, 274–75 (App. Div. 2010).

59. The New Jersey Constitution vests executive power in the Governor. N.J. Const. art. V, § 1, ¶ 1.

60. “[P]lenary law-making authority” is vested in “the State Senate and General Assembly.” Commc’ns Workers of Am., 413 N.J. Super. at 255 (citing N.J. Const. art. IV, § 1, ¶ 1).

61. Through Article IV, § 1, ¶ 1, “the people vested full sovereign authority in the Legislature, save as otherwise therein provided.” Gangemi v. Berry, 25 N.J. 1, 8 (1957).

62. The legislative authority includes the power to amend or repeal duly enacted laws. See Commc’ns Workers of Am., 413 N.J. Super. at 274. The Presentment Clause of the New Jersey Constitution, art. V, § 1, ¶ 14(a), requires not only that the Legislature be part of the law-making process, but sets forth how laws must be passed, amended, and repealed.

63. The Governor has no authority to waive duly enacted statutes. Cf. Commc’ns Workers of Am., 413 N.J. Super. at 274 (“It is well settled that administrative regulations adopted by the Executive Branch cannot amend or repeal statutes.”).

64. The New Jersey Constitution provides explicitly for the separation of powers: “The powers of the government shall be divided among three distinct branches, the legislative, executive, and judicial. *No person or persons belonging to or constituting one branch shall exercise any of the powers properly belonging to either of the others except as expressly provided in this Constitution.*” N.J. Const. art. III, ¶ 1 (emphasis added).

65. The Governor’s authority to execute the laws and the Legislature’s authority to make, amend, and repeal laws must remain separate.

66. One “main objective” of the separation of powers “is to prevent the concentration of ‘unchecked power’ in one branch of government.” Commc’ns Workers of Am., 413 N.J. Super. at 257 (quoting *David v. Vesta Co.*, 45 N.J. 301, 326 (1965)). The separation-of-powers doctrine prevents “one branch of government from claiming power reserved to another[.]” Ironbound Health Rights Advisory Comm’n v. Diamond Shamrock Chem. Co., 216 N.J. Super. 166, 175 (App. Div. 1987). “[N]o deviation from ... the doctrine of separation of powers will be tolerated” if the deviation “impairs the essential integrity of one of the great branches of government.” Massett Bldg. Co. v. Bennett, 4 N.J. 53, 57 (1950).

67. The separation of powers guards against one branch aggrandizing its own power unilaterally—including when the Governor does so through an executive order. Commc’ns Workers of Am., 413 N.J. Super. at 258-59.

**F. Governor Murphy Purported to Unilaterally Alter Private Contractual Relationships and Waive Statutory Law by Executive Decree**

**i. The Purpose of Executive Order 128 Is to Interfere with Contractual Obligations and Waive Statutory Law**

68. On April 11, 2020, Governor Murphy stated at a press conference that his office had not considered a “rental freeze” because rental contracts are private contracts and “[t]here are thousands, maybe hundreds of thousands, if not millions of contracts between landlords and renters.” “At least in New Jersey,” the Governor concluded, “putting a freeze in place is impractical as a legal matter.” NJ.com, Corona Virus in New Jersey: Update April 11, 2020, YouTube, at 47:54, available at <https://www.youtube.com/watch?v=vvDPSxxP65E&feature=youtu.be>.

69. Governor Murphy also encouraged tenants to report their landlords to the state if they are “getting screwed by their landlord.” Id. at 49:50.

70. Governor Murphy also acknowledged that the legislature was in session and that his office “continue[s] to have very good communication with the legislature.” Id. at 49:00. Despite the legislature being in session, Governor Murphy decided to act unilaterally, and he continues to do so. Cf. Cty. of Gloucester v. State, 132 N.J. 141, 152 (1993) (holding that long-term problems are appropriately addressed by “an executive and legislative solution rather than an executive order under the Civilian Defense and Disaster Control Act”). See also id. (refusing to infer the legislature’s acquiescence from the legislature’s failure to act).

71. On April 24, 2020, Governor Murphy issued Executive Order 128, which purported to “waive[] provisions of statutory law that prohibit the use of security deposits for rental payments, enabling tenants to instruct landlords to use their security deposits to offset rent or back rent.” Press Release, Governor Murphy Signs Executive Order Providing Critical Short-Term Support for Renters, Official Site of the State of New Jersey (Apr. 24, 2020), available at <https://www.nj.gov/governor/news/news/562020/20200424c.shtml>.

72. In Executive Order 128, Governor Murphy explained that “many New Jerseyans [are] experiencing substantial loss of income as a result of business closures, reduction in hours, or layoffs related to COVID-19,” and that “tenants may be suffering from one or more financial hardships that are caused by or related to the COVID-19 pandemic, including but not limited to a substantial loss of or drop in income, and additional expenses such as those relating to necessary health care[.]” Murphy Exec. Order 128 (April 24, 2020), available at <https://nj.gov/infobank/eo/056murphy/pdf/EO-128.pdf>.

73. Governor Murphy reasoned that it was “plainly in the public interest” to “enabl[e] individuals to pay portions of their rent with the security deposit they own” to “allow those individuals to mitigate the consequences regarding evictions and accumulation of interest and late fees upon termination of Executive Order No. 106 (2020)” because tenants may face “consequences from a late payment of rent, including interest and late fees, which they may be unable to satisfy in light of their substantial loss of income[.]” Id. at 3.

74. Specifically, Governor Murphy ordered that a tenant may request in writing that his or her “security deposit governed by the provisions of N.J.S.A. 46:8-19 et seq., as well as the tenant’s portions of interest and/or earnings accumulated thereon, shall be applied to or credited towards rent payments due or to become due from the tenant during the Public Health Emergency established in Executive Order No. 103 (2020) or up to 60 days after the Public Health Emergency terminates.” Id. at 3-4 ¶ 1.

75. The statutes that Governor Murphy waived apply to leases of residential units used for dwelling purposes. See N.J.S.A. 46:8-26, -27.

76. According to Executive Order 103, “When a tenant applies or credits such deposit, interest, or earnings to pay rent pursuant to Paragraph 1 of this Order, the following additional provisions shall apply *for the duration* of the tenant’s current contract, lease, or license agreement:”

g. The landlord may recoup from the tenant any monies the landlord expected that would have been reimbursable by the security deposit and interest or earnings thereon, at the time that such reimbursement from the deposit and interest or earnings thereon would have taken place; and

h. The tenant shall otherwise be without obligation to make any further security deposit relating to the current contract, lease, or license agreement. If, however, the tenant and landlord extend or renew their contract, lease, or license agreement [after April 24, 2020], then the tenant shall be obligated to replenish the security deposit in full either on the date six months following the end of the Public Health Emergency established by Executive Order No. 103 (2020), which was extended by Executive Order No. 119 (2020), or on the date on which the current contract, lease, or license agreement is extended or renewed, whichever is later.

Id. at 4 ¶ 2 (emphasis added).

77. Under the terms of Executive Order 128, a tenant’s “[u]se of a security deposit for the purposes outlined in [Executive Order 128] shall not be considered a violation of N.J.S.A. 46:8-19 et seq.” Id. at 5 ¶ 3.

78. Governor Murphy noted in Executive Order 128 that “pursuant to N.J.S.A. 46:8-19, a security deposit and the accumulated interest and earnings on the investment of such deposit remain the property of the tenant[.]” Id. at 3.

79. By so noting, Governor Murphy made clear that he did not consider Executive Order 128 to be authorizing a public taking.

80. Remarkably, Governor Murphy declared, “Any provisions of N.J.S.A. 46:8-19 et seq. that are not inconsistent with [Executive Order 128] remain in full force and effect.” Id. at 5 ¶ 3.

81. By inverse implication, Governor Murphy declared that any provision of N.J.S.A. 46:8-19 et seq. that *are* inconsistent with Executive Order 128 are no longer in force and effect until Executive Order 128 terminates. As a result, not only is Governor Murphy arrogating the power to suspend a statute, but also the power to reimpose the statute’s effects at a future point in time.

82. Executive Order 128 “remain[s] in effect until 60 days following the end of the Public Health Emergency established by Executive Order No. 103 (2020), which was extended by Executive Order No. 119 (2020).” Id. at 5 ¶ 5.

83. Governor Murphy also created criminal penalties for violations of Executive Order 128: “Penalties for violations of [Executive Order 128] may be imposed under, among other statutes, N.J.S.A. App. A:9-49 and -50.” Id. at 5 ¶ 4.

**ii. New Jersey Law Requires Landlords to Comply with the Statutes that Governor Murphy Waived**

84. Leaseholds in New Jersey are highly regulated by statute. In fact, Title 46, Chapter 8, which governs “Leasehold Estates; Landlord and Tenant,” contains over 50 separate statutory provisions that set out the rights of landlords and tenants in a leasehold contract. See N.J.S.A. 46:8-1 et seq.

85. Security deposits, specifically, are regulated by N.J.S.A. 46:8-19 et seq., the provisions of which Executive Order 128 purported to suspend to the extent those provisions are inconsistent with the Governor’s order. Murphy Exec. Order 128.

86. Statutes governing security deposits regulate everything from how a security deposit is paid, maintained, and returned, N.J.S.A. 46:8-19, -21.1; how large of a security deposit a landlord may require, N.J.S.A. 46:8-21.2; how and with whom the security deposit must be invested and accrue interest, N.J.S.A. 46:8-19; how and when the depositor must pay interest on the deposit, N.J.S.A. 46:8-19, -21.1; how a security deposit should be handled during a foreclosure, bankruptcy, or conveyance of the property, N.J.S.A. 46:8-20, -21; and how the parties can adjudicate their rights regarding security deposits, N.J.S.A. 46:8-21.4, -31, -35, & -41. Parties to residential leases in New Jersey necessarily account for and rely on these statutory provisions when crafting their contracts—including other provisions of their contracts.

87. Notably, two separate statutes treat as void and unenforceable any attempt by a landlord or tenant to voluntarily agree to a contract that waives the applicability of any statutory provisions that govern leasehold security deposits. See N.J.S.A. 46:8-24, -36.

88. Governor Murphy, however, has attempted to do precisely what the New Jersey Statutes prohibit: waive the applicability of these statutory provisions that govern leasehold security deposits. Murphy Exec. Order No. 128.

89. Governor Murphy has no authority to waive state law governing the landlord-tenant relationship.

### **iii. Executive Order 128 Interfered with the Plaintiffs' Contractual Relationships**

#### **a. Facts Specific to the Kravitzes' Glassboro Lease**

90. The Kravitzes negotiated the Glassboro Lease to require the Rowan Tenants to pay a security deposit of \$2,000 that would cover the cost of "such deductions as provided in th[e] Lease."

91. The Glassboro Lease listed at least 10 categories of damages for which the Kravitzes could use the security deposit.

92. The Rowan Tenants vacated the Glassboro Property, and the Kravitzes regained possession on June 1, 2020.

93. On June 1, 2020, Mr. Doe 1, Mr. Doe 2, and Mr. Doe 3 each handed Mr. Kravitz a letter requesting to use their respective portions of the security deposit (\$500 each) to pay rent owed under the Glassboro Lease. (A copy of the letters are attached as Exhibits 8, 9, and 10, respectively).

94. The Rowan Tenants caused \$1,854.94 in damage to the Glassboro Property.

95. The purpose of the security deposit that the Kravitzes' bargained for and contractually agreed upon with the Rowan Tenants was to inure to the Kravitzes the benefit of avoiding the cost and time associated with repairing any damage that the Rowan Tenants may have caused to the Glassboro Property during the tenancy.

96. Had Governor Murphy not unilaterally and unlawfully changed the terms of the Kravitzes' Glassboro Lease, the Rowan Tenants' \$2,000 security deposit would have covered the \$1,854.94 in damage that the Rowan Tenants caused to the Glassboro Property.

97. As a direct result of Governor Murphy's unlawful order, the Kravitzes are *still* struggling over six months later to track down their former tenants to recover funds needed to repair their damaged property.

98. Through Executive Order 128, Governor Murphy unilaterally altered the rights and obligations of the Kravitzes and the Rowan Tenants under the Glassboro Lease.

**b. Facts Specific to the Johnsons' Sixth Street Lease**

99. The Johnsons negotiated the Sixth Street Lease to include a provision requiring a deposit "as security for the faithful performance by Lessee of the terms" of the Sixth Street Lease.

100. Despite the terms of the Johnsons' lease, Executive Order 128 allows the Sixth Street Tenant, at any time, to choose to apply her security deposit to the rent owed on the Sixth Street Lease.

101. If the Sixth Street Tenant chooses to use the security deposit to pay rent owed on the Sixth Street Lease, the security deposit will necessarily be unavailable "as security for the faithful performance of the terms" of the Sixth Street Lease.

102. Consequently, Executive Order 128 substantially altered the terms of Sixth Street Lease and the parties' rights and obligations thereunder.

103. The Sixth Street Tenant has been behind on rent since April. She owed \$6799.50 in unpaid rent as of June, and that number has now grown to almost \$10000. (A copy of the balance sheet for the Sixth Street Property dated June 20, 2020, is attached as Exhibit 11).

104. Given that the Sixth Street Tenant's unpaid rent is well in excess of the security deposit, the Sixth Street Tenant is increasingly likely to take advantage of the changes Governor Murphy made unilaterally to the terms of the Sixth Street Lease.

105. Without a security deposit to insure against any damage the Sixth Street Property may incur during the nearly 20 years of the Sixth Street Tenant's tenancy, the Johnsons will be forced to



cover the cost of any damage out of their own pocket or bring a costly and timely small-claims action against the Sixth Street Tenant.

106. The purpose of the security deposit that the Johnsons bargained for and that the Johnsons and the Sixth Street Tenant contractually agreed to in the 2018 Lease was to inure to the Johnsons the benefit of avoiding the cost and time associated with repairing any damage that the Sixth Street Tenant may cause to the Sixth Street Property during the tenancy.

107. Through Executive Order 128, Governor Murphy unilaterally altered the rights and obligations of the Johnsons and the Sixth Street Tenant under the Sixth Street Lease.

### **c. Facts Specific to Mr. Van Hook's Millville Lease**

108. Mr. Van Hook negotiated the Millville Lease to include a provision requiring a security deposit that would cover “damages to the Property resulting from the Tenant’s occupancy.” (Exhibit 6 at ¶ 6).

109. The Millville Lease, which the parties agreed to freely, also specified that “[t]he Security Deposit may not be used by the Tenant for the payment of rent without the written consent of the Landlord.” (Id.).

110. Despite the terms of Mr. Van Hook’s lease, Executive Order 128 allows the Millville Tenant, at any time, to choose to apply her security deposit to the rent owed on the Millville Lease.

111. If the Millville Tenant chooses to use the security deposit to pay rent owed on the Millville Lease, the security deposit will necessarily be unavailable to cover “damages to the Property resulting from the Tenant’s occupancy.” (Id.).

112. And absent Executive Order 128, the terms of the Millville Lease expressly forbid the Millville Tenant from using the security deposit “for the payment of rent without the written consent” of Mr. Van Hook. (Id.).

113. Consequently, Executive Order 128 substantially altered the terms of the Millville Lease and the parties' rights and obligations thereunder.

114. Under Executive Order 128, Mr. Van Hook would now face criminal consequences for enforcing the terms of his lease. Such criminal charges would jeopardize Mr. Van Hook's professional licenses as a Certified Public Accountant and Real Estate Broker.

#### **iv. Executive Order 128 Is Beyond Governor Murphy's Authority**

115. As authority for Executive Order 128, Governor Murphy invoked "certain emergency powers" conferred on the Governor of New Jersey by "the Constitution and statutes of the State of New Jersey, particularly the provisions of N.J.S.A. 26:13-1 et seq., N.J.S.A. App. A:9-33 et seq., N.J.S.A. 38A:3-6.1, and N.J.S.A. 38A:2-4[.]"

116. As described above in ¶¶ 41 – 49, N.J.S.A. 26:13-1 et seq. gives the Governor certain authority relating to the spread of pathogens and medical treatment in response to a Public Health Emergency.

117. The specific, enumerated powers granted by N.J.S.A. 26:13-1 et seq. do not vest in the Governor the authority to alter the terms of residential leases. None of these provisions permits the Governor to waive statutory requirements relating to residential leases based on financial hardship, regardless of whether that financial hardship may result from a public health emergency.

118. As described in ¶ 50 above, N.J.S.A. 38A:3-6.1 pertains to the Governor's authority to control the New Jersey National Guard.

119. Governor Murphy's authority to control the New Jersey National Guard has nothing to do with his claimed authority to alter the terms of residential leases or any authority to waive statutory provisions relating to residential leases.

120. As described in ¶ 51 above, the specific power granted by N.J.S.A. 38A:2-4 pertains to the Governor's authority over the state militia.

121. The New Jersey Governor’s authority to control the state militia has nothing to do with Governor Murphy’s claimed authority to waive statutory provisions relating to residential leases or any authority to alter the terms of residential leases.

122. N.J.S.A. App. A:9-33 et seq., enacted during World Word II, encompasses the Civilian Defense and Disaster Control Act. N.J.S.A. App. A:9-33.

123. The purpose of the Civilian Defense and Disaster Control Act is

to provide for the health, safety and welfare of the people of the State of New Jersey and **to aid in the prevention of damage to and the destruction of property** during any emergency herein defined by prescribing a course of conduct for the civilian population of this State during such emergency and by centralizing control of all civilian activities having to do with such emergency under the Governor and for that purpose to give the Governor control over such resources of the State Government and of each and every political subdivision thereof as may be necessary to cope with any condition that shall arise out of such emergency and to invest the Governor with all other power convenient or necessary to effectuate such purpose.

Id. (emphasis added).

124. Assuming the Civilian Defense and Disaster Control Act even applies to the current pandemic, security deposits provided for in residential leasehold contracts *also* exist to aid in the prevention of damage to and the destruction of property. Yet, contrary to the purpose of the Civilian Defense and Disaster Control Act, Governor Murphy decided unilaterally to cancel those measures that New Jersey landlords and the Legislature have put in place to protect the landlord’s property.

125. Appendix A:9-34 authorizes the Governor “to utilize and employ all the available resources of the State Government and of each and every political subdivision of [New Jersey], whether of men, properties or instrumentalities, and to commandeer and utilize any personal services and any privately owned property necessary to avoid or protect against any emergency subject to the future repayment of the reasonable value of such services and privately owned property” as provided in the subsequent provisions of the Civilian Defense and Disaster Control Act (N.J.S.A. App. A:9-33 et seq.). N.J.S.A. App. A:9-34.

126. But as mentioned in ¶ 79, Governor Murphy did not consider Executive Order 128 to authorize commandeering or utilizing privately owned property; and there is no indication he intends the State to compensate landlords for any property value lost as a result of Executive Order 128.

127. Appendix A:9-51(a), which Governor Murphy explicitly referenced in Executive Order 128, authorizes the Governor, whenever the Governor believes that control of a disaster “is beyond the capabilities of local authorities”:

- a. To “assume control of all emergency management operations;”
- b. to “proclaim an emergency;” and
- c. to temporarily “employ, take or use the personal services, or real or personal property, of any citizen or resident of [New Jersey], or of any firm, partnership or unincorporated association doing business or domiciled in this State, or of any corporation incorporated in or doing business in this State, or the real property of a nonresident located in this State, for the purpose of securing the defense of the State or of protecting or promoting the public health, safety or welfare; provided, that such personal services or property shall not be employed or used beyond the borders of this State unless otherwise authorized by law.”

N.J.S.A. App. A:9-51(a).

128. If the Governor takes private property or demands personal services pursuant to N.J.S.A. App. A:9-51(a), the State must pay compensation at the prevailing rate. N.J.S.A. App. A:9-51(b)-(d).

129. Again, Executive Order 128 makes clear that Governor Murphy does not consider the reallocation of deposits paid as security on residential leases to be a taking that would require compensation. He is wrong.

130. Other provisions outlining the Governor’s authority under the Civilian Defense and Disaster Control Act are similarly inapplicable to Executive Order 128, most of which deal with the

coordination of defense and disaster response between the State and Federal governments and between the State and local, municipal governments. See, e.g., N.J.S.A. App. A:9-35, -40 through -43.6, -51.6, -51.7, -59, -62. The Governor may also “require any public official, citizen or resident . . . to furnish him any information reasonably necessary to enable [the Governor] to carry out the purposes of this act[.]” N.J.S.A. App. A:9-36; and the Governor may appoint deputies or other persons to assist with the purposes of the act. N.J.S.A. App. A:9-38, -54.

131. Consistent with the subject matter of the Civilian Defense and Disaster Control Act, the other powers that the Act vests in the Governor relate to military defense. See, e.g., N.J.S.A. App. A:9-35, -37. These powers pertain to the issuance of rules associated with blackouts, air raids, recruiting and training emergency response crews, the conduct of civilians “during the threat of an imminence of danger,” counteracting sabotage and subversive activities, evacuating residents of threatened districts, and any other matter “that may be necessary to protect the health, safety and welfare of the people or that will aid in the prevention of loss to and destruction of property.” N.J.S.A. App. A:9-45. The Governor may also issue rules regulating vehicles and traffic relating to “any blackout, air raid, threatened air raid, preparations for emergencies or during the threat or imminences of danger or emergency[.]” N.J.S.A. App. A:9-47.

132. None of the authority granted to Governor Murphy by the Civilian Defense and Disaster Control Act, N.J.S.A. App. A:9-34 et seq., encompasses any authority even remotely connected to a power to modify the terms of residential leasehold contracts or to waive the statutory provisions relating to those leases.

133. Governor Murphy also claimed authority for Executive Order 128 under the New Jersey Constitution. The New Jersey Constitution mentions the power to waive duly enacted laws only in the context of habeas corpus: “The privilege of the writ of habeas corpus shall not be

suspended, unless in case of rebellion or invasion the public safety may require it.” N.J. Const. art. I, ¶ 14.

134. State constitutions that provide for the suspension of habeas corpus in emergencies are understood to have vested that authority in the legislature. See Philip Hamburger, Beyond Protection, 109 COLUM. L. REV. 1823, 1919 (2009); see also Amanda L. Tyler, Habeas Corpus in Wartime: From the Tower of London to Guantanamo Bay (2017) (chronicling the original meaning of the federal Habeas Corpus Suspension Clause). In contrast to the legislature, the executive “could not, even during an emergency, seize property” or “constrain the natural liberty of persons who were within the protection of the law, unless [the executive] had legislative authorization.” Hamburger, supra ¶ 134 at 1919.

135. The New Jersey Constitution prohibits interference with contractual obligations: “The Legislature shall not pass any bill of attainder, ex post facto law, or law impairing the obligation of contracts, or depriving a party of any remedy for enforcing a contract which existed when the contract was made.” N.J. Const. article IV, § VII, ¶ 3.

136. The New Jersey Constitution protects the rights of all persons to acquire, possess, and *protect* property. N.J. Const. art. I, ¶ 1.

137. As with the other sources of authority that Governor Murphy invoked, the New Jersey Constitution does not authorize the Governor to interfere with contracts. In fact, the Constitution explicitly forbids governmental interference with private contracts. Moreover, the Constitution does not authorize the Governor to waive or suspend statutes or other legal rights.

**G. Plaintiffs Have Experienced, and Will Continue to Experience, Concrete and Particularized Harm as a Direct Result of Governor Murphy’s Unilateral Executive Decree**

138. As a direct result of Governor Murphy’s Executive Order 128, the Plaintiffs have suffered harm and are threatened with additional future harm.

139. Governor Murphy has unilaterally altered the rights, entitlements, and protections of the Plaintiffs under the terms of their respective leases, to which the Plaintiffs and their tenants voluntarily agreed.

140. Plaintiffs relied on the terms of their leases and the security deposits due thereunder to ensure that they could protect their properties against damage during the tenancies. Governor Murphy's ultra vires Executive Order 128 has caused the Plaintiffs to suffer actual harm.

141. The Governor's interference with the Plaintiffs' contractual rights is a substantial impairment.

142. Plaintiffs' damages are not merely hypothetical. The intended result of Executive Order 128 was to alter the terms of residential leases like the Plaintiffs' respective leases. The right to hold a deposit as security against damage was provided for and protected by their contracts, as well as by New Jersey statutory law at the time they each executed their respective leases. But, as of April 24, 2020, when Governor Murphy entered Executive Order 128 without any lawful authority, the Plaintiffs no longer have the security and certainty for which they rightfully contracted. Plaintiffs are now in a worse position than they were before, due solely to an executive order the Governor had no legal power to issue.

143. Plaintiffs, like all other New Jerseyans, have a right to be governed by laws that are duly enacted through their elected representatives in the New Jersey Legislature. These laws, of course, are subject to the Contracts Clauses of the New Jersey Constitution.

144. Governor Murphy's unilateral Executive Order 128 violated the due process rights protected by the New Jersey Constitution by altering the Plaintiffs' private contracts and the laws that govern their leasehold without being adopted pursuant to the proper legislative channels of government.

145. Plaintiffs have suffered a violation of their procedural and substantive due process rights as a result of the Governor's actions in issuing Executive Order 128.

**COUNT I: UNLAWFUL WAIVER OF LAW  
NEITHER STATUTE NOR CONSTITUTION AUTHORIZES GOVERNOR MURPHY TO WAIVE  
STATUTORY PROVISIONS**

146. Plaintiffs reallege and incorporate by reference the allegations contained in their Introductory Statement and paragraphs 1 through 145, as if fully set forth herein.

147. Governor Murphy has no authority to waive duly enacted statutes. Commc'ns Workers of Am., 413 N.J. Super. at 274 (“It is well settled that administrative regulations adopted by the Executive Branch cannot amend or repeal statutes.”).

148. The Presentment Clause, N.J. Const. art. V, § 1, ¶ 14(a), requires that “[t]he Legislature, given its constitutionally delegated realm of authority ... ha[s] to be part of th[e] law-making process.” Commc'ns Works of Am., 413 N.J. Super. at 272.

149. Executive Order 128 is predicated on Governor Murphy's assertion that he has statutory authority under the Emergency Health Powers Act, N.J.S.A. 26:13-1 et seq.; the Civilian Defense and Disaster Control Act, N.J.S.A App. A:9-33 et seq.; and the New Jersey Constitution to do what he has done. He does not.

150. As explained above, the Emergency Health Powers Act gives the Governor certain, specific, enumerated powers relating to health care and stopping the spread of pathogens. These powers have nothing to do with the waiver of security deposits for residential leases. See supra ¶¶ 41 – 49.

151. Similarly, the statutory provisions authorizing the Governor to control the New Jersey National Guard and state militia have nothing to do with the authority Governor Murphy claims in Executive Order 128 to alter the term of residential leases, nor do they authorize the Governor to waive statutory provisions relating to residential leases. See supra ¶¶ 50 – 51.



152. The Civilian Defense and Disaster Control Act vests no power in Governor Murphy to issue Executive Order 128.

153. The specifically enumerated powers granted by the Civilian Defense and Disaster Control Act deal with the military defense, coordination between governments, and the taking of private property. *See supra* ¶¶ 122 – 132.

154. To “prevent[] harm to life and property,” the Civilian Defense and Disaster Control Act permits the Governor “to provide for the health, safety and welfare” of the public during an emergency through the “authority to centralize control over the resources of the State government and its subdivisions, including counties[.]” *Worthington v. Fauver*, 88 N.J. 183, 193-94 (1982).

155. No provision of the Civilian Defense and Disaster Control Act comes close to encompassing the authority to alter the obligations of parties to residential leases or to suspend the applicability of laws. Unilaterally rewriting all residential leases in New Jersey is wholly unrelated to any authority with which the Act vests the Governor to exercise central control over local governments.

156. Nor does the Act’s purpose include such wide-ranging economic considerations. The Act’s purpose is protecting property—a goal undermined by an executive order criminalizing the use of security deposits by housing providers. *Id.*

157. And any authority the Act does grant is on a temporary, limited basis—not to be renewed every 30 days in perpetuity.

158. Without a statutory grant of authority, Governor Murphy fares no better in relying on the New Jersey Constitution. No constitutional provision empowers the Governor to suspend the statutory provisions regulating security deposits. *Cf. Commc’ns Workers of Am.*, 413 N.J. Super. at 272.

159. To the contrary, the New Jersey Constitution forbids the Governor from doing so.

160. The New Jersey Constitution forbids the suspension of habeas corpus, which indicates that the Governor is without power to suspend laws.

161. State constitutions, like the New Jersey Constitution, that provide for the suspension of habeas corpus in emergencies are understood to have vested that authority in the legislature. See Hamburger, supra ¶ 134 at 1919; see also Tyler, supra ¶ 134. In contrast to the legislature, the executive “could not, even during an emergency, seize property” or “constrain the natural liberty of persons who were within the protection of the law, unless [the executive] had legislative authorization.” Hamburger, supra ¶ 134 at 1919.

162. The New Jersey Constitution forbids the Legislature from passing any “law impairing the obligation of contract[] or depriving a party of any remedy for enforcing a contract which existed when the contract was made.” N.J. Const. art. IV, § VII, ¶ 3. The Governor, who has no legislative authority, cannot use an executive fiat to accomplish legislative ends that the duly elected members of the Senate and General Assembly are constitutionally forbidden from enacting.

163. With no applicable grant of statutory authority to suspend laws or alter contractual obligations, Governor Murphy cannot invoke a general constitutional authority to do that which he is otherwise without authority to do. See Home Bldg & Loan Ass’n v. Blaisdell, 290 U.S. 398, 425 (1934) (“Emergency does not create power. Emergency does not increase granted power or remove or diminish the restrictions imposed upon power granted or reserved.”).

164. Because Governor Murphy could not lawfully waive the application of N.J.S.A. 46:8-19 or the private leasehold contracts negotiated in reliance on those provisions, Executive Order 128 is void ab initio and must fail.

165. Plaintiffs are entitled to a declaratory judgment and injunctive relief invalidating and restraining enforcement of Executive Order 128.

**COUNT II: VIOLATION OF THE SEPARATION OF POWERS**  
**EXECUTIVE ORDER 128 VIOLATES N.J. CONST. ART. III, § 1**

166. Plaintiffs reallege and incorporate by reference the allegations contained in their Introductory Statement and paragraphs 1 through 145, as if fully set forth herein.

167. The New Jersey Constitution vests executive power in the Governor, N.J. Const. art. V, § 1, ¶ 1., and vests “plenary law-making authority” in “the State Senate and General Assembly.” Commc’ns Workers of Am., 413 N.J. Super. at 255 (citing N.J. Const. art. IV, § 1, ¶ 1). Through this constitutional provision, “the people vested full sovereign authority in the Legislature, save as otherwise therein provided.” Gangemi, 25 N.J. at 8-9.

168. One legislative authority is the power to amend or repeal duly enacted laws. See Commc’ns Workers of Am., 413 N.J. Super. at 274.

169. The New Jersey Constitution provides explicitly for the separation of powers. N.J. Const. art. III, ¶ 1.

170. When one branch aggrandizes its own power unilaterally—including when the Governor does so through an executive order—New Jersey courts apply a strict standard of review. Commc’ns Workers of Am., 413 N.J. Super. at 258-59.

171. Resolving long-term crises is a legislative function, not something to be done through the Civilian Defense and Disaster Control Act. See Cty. of Gloucester, 132 N.J. at 152. “The Legislature, given its constitutionally delegated realm of authority, would have to be part of the law-making process.” Commc’ns Workers of Am., 413 N.J. Super. at 272 (citing N.J. Const. art. V, § 1, ¶ 14(a) (the Presentment Clause)).

172. Courts will not infer from the legislature’s inaction that the legislature intended to delegate broader authority to the Governor than such authority for which the text of the Disaster Act explicitly provides. Id.

173. A clear indication that the Governor has acted beyond his constitutional and statutory grant of authority is when the statutory schemes that he invokes as the source of his authority are detailed and numerous but omit the specific type of action the Governor attempts to take. See id. at 271 (reasoning that the Legislature’s “omission of labor organizations and collective bargaining agreements” was “self-evident” from the statutory scheme).

174. The courts must hold invalid an executive action that goes beyond the Governor’s grant of authority, such that it is “fundamentally incompatible” with “existing laws and statutes as to impair the ‘essential integrity’ of the constitutional powers of the Legislature.” Id. at 274.

175. Governor Murphy has unilaterally waived or modified numerous validly enacted laws without legislative authorization.

176. Thus, Governor Murphy’s unilaterally waiving or amending of valid legislative enactments violated the separation of powers, so his actions are void ab initio and must fail.

177. Plaintiffs are entitled to a declaratory judgment and injunctive relief invalidating and restraining enforcement of Executive Order 128.

**COUNT III: VIOLATION OF THE CONTRACTS CLAUSE OF THE NEW JERSEY CONSTITUTION  
EXECUTIVE ORDER 128 IMPERMISSIBLY INTERFERES WITH CONTRACTUAL OBLIGATIONS**

178. Plaintiffs reallege and incorporate by reference the allegations contained in their Introductory Statement and paragraphs 1 through 145, as if fully set forth herein.

179. The New Jersey Constitution forbids the state from passing any “law impairing the obligation of contract[] or depriving a party of any remedy for enforcing a contract which existed when the contract was made.” N.J. Const. art. IV, § VII, ¶ 3.

180. The Contracts Clause of the New Jersey Constitution provides a “similar, parallel prohibition” as its counterpart in the United States Constitution. In re Recycling & Salvage Corp.,

246 N.J. Super. 79, 100 (App. Div. 1991). “These two constitutional provisions are construed and applied in the same way to provide the same protection.” Id.

181. The Contracts Clause protects “against retroactive legislation impairing contractual relations.” Nobergg v. Edison Glen Assoc., 167 N.J. 520, 537 (1999). A law violates the Contracts Clause if it (1) “substantially impair[s] a contractual relations;” (2) “lack[s] a significant and legitimate public purpose;” and (3) imposes “unreasonable conditions,” “unrelated to appropriate governmental objectives.” State Farm Mut. Auto Ins. Co. v. State, 124 N.J. 32, 57 (1991). An impairment is likely substantial if “one of the parties reasonably relied on the contractual terms” and “the legislation was an unexpected modification of those terms.” In re Pub. Serv. Elec. & Gas Co.’s Rate Unbundling, 330 N.J. Super. 65, 93-94 (App. Div. 2000), aff’d 167 N.J. 377 (2001).

182. The Governor may never legislate through executive fiat. See Commc’ns Workers of Am., 413 N.J. Super. at 265–66, 272. Moreover, the Governor certainly cannot use executive fiat to decree laws that the Legislature is not itself competent to enact.

183. Executive Order 128 violates the Contracts Clause of the New Jersey Constitution and is void.

184. Plaintiffs have been damaged and continue to be damaged by the Defendants’ conduct. There is no adequate remedy at law, as no damages could compensate the Plaintiffs for the deprivation of their constitutional rights, and they will suffer serious and irreparable harm to their constitutional rights unless defendants are enjoined from enforcing Executive Order 128.

185. Plaintiffs are entitled to a declaratory judgment and injunctive relief invalidating and restraining enforcement of Executive Order 128.

**COUNT IV: VIOLATION OF PROCEDURAL DUE PROCESS  
DENIAL OF RIGHT TO DUE PROCESS | N.J. CONST. ART. I**

186. Plaintiffs reallege and incorporate by reference the allegations contained in their Introductory Statement and paragraphs 1 through 145, as if fully set forth herein.

187. The first paragraph of the first article of the New Jersey Constitution guarantees that all persons “have certain natural and unalienable rights” including the right of “acquiring, possessing, and protecting property[.]” N.J. Const. art. I, ¶ 1.

188. “Established procedures lie at the heart of due process and are as important to the attainment of ultimate justice as the factual merits of a cause.” Band’s Refuse Removal, Inc. v. Borough of Fair Lawn, 62 N.J. Super. 522, 553 (App. Div. 1960), supplemented, 64 N.J. Super. 1 (App. Div. 1960).

189. Governor Murphy’s Executive Order 128, which nullifies contractual terms, makes law, and criminalizes otherwise lawful behavior through executive decree violates the Plaintiffs’ right to due process under the New Jersey Constitution.

190. Governor Murphy has also violated the Plaintiffs’ right to due process by interfering with their right to protect their property through a private contract.

191. Executive Order 128 violates the Plaintiffs’ right to due process because it deprives them of their right to protect their property. N.J. Const. art. I, ¶ 1.

192. Plaintiffs have been damaged and continue to be damaged by the Defendants’ conduct. There is no adequate remedy at law, as no damages could compensate the Plaintiffs for the deprivation of their constitutional rights, and they will suffer serious and irreparable harm to their constitutional rights unless defendants are enjoined from enforcing Executive Order 128.

193. Plaintiffs are entitled to a declaratory judgment and injunctive relief invalidating and restraining enforcement of Executive Order 128.

#### **PRAYER FOR RELIEF**

Wherefore, Plaintiffs pray for the following relief against Defendants:

A. Issuance of a declaratory judgment that Executive Order 128 violates the Contracts Clause of the New Jersey Constitution by interfering with the contractual rights and obligations of residential landlords and tenants in New Jersey.

B. Issuance of a declaratory judgment that Executive Order 128 violates the separation of powers by waiving or amending law.

C. Issuance of a declaratory judgment that Executive Order 128 is void ab initio.

D. Issuance of permanent injunctive relief prohibiting Governor Murphy, Attorney General Grewal, and Commissioner Persichilli from enforcing Executive Order 128.

E. Attorneys' fees and costs associated with this action, pursuant to the New Jersey Civil Rights Act, N.J.S.A. 10:6-2(f).

F. For such other relief as the Court deems just and proper.

Dated: December 15, 2020

Respectfully Submitted,

*/s/ Walter S. Zimolong*

Walter S. Zimolong (Attorney ID 025262002)

ZIMOLONG, LLC

16 North Center Street

Merchantville, NJ 08109

(609) 932-8836

[wally@zimolonglaw.com](mailto:wally@zimolonglaw.com)

*Kara Rollins*

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KARA ROLLINS (Attorney ID 107002014)

Litigation Counsel

HARRIET HAGEMAN (*Pro Hac Vice* Pending)

Senior Litigation Counsel

JARED MCCLAIN (*Pro Hac Vice* Pending)

Litigation Counsel

NEW CIVIL LIBERTIES ALLIANCE

1225 19th Street NW, Suite 450

Washington, DC 20036

Telephone: (202) 869-5210

Facsimile: (202) 869-5238

Kara.Rollins@ncla.legal

*Counsel to Plaintiffs*

**JURY DEMAND**

Plaintiffs Charles Kravitz, Dawn Johanson-Kravitz, and Little Harry's LLC; Margarita Johnson, John Johnson, and Two Bears Property Management; and Andrew Van Hook and Union Lake Enterprises, LLC hereby demand a trial by jury on all issues triable by jury.

**DESIGNATION OF TRIAL COUNSEL**

Plaintiffs designate Kara Rollins as trial counsel.

**CERTIFICATION PURSUANT TO R. 4:5-1**

Plaintiffs, via counsel, hereby certify that the matter in controversy is the subject of a related matter pending in the United States District Court for the District of New Jersey, Matthew Johnson, et al. v. Philp D. Murphy, et al., Docket No. 1:20-cv-06750-NLH-JS. That matter is limited to a challenge of Executive Order 128 under the Constitution of the United States, not at issue here.

Other than the parties set forth in this Complaint, the undersigned knows of no other parties that should be made a part of this lawsuit. In addition, the undersigned recognizes the continuing obligation to file and serve on all parties and the court an amended certification if there is a change in the facts stated in this original certification.

Dated: December 15, 2020

/s/ Walter S. Zimolong



# EXHIBIT 1

PREPARED BY: [REDACTED]

Preparer signature no longer required by NJSA 46:26A-3

**DEED**

THIS DEED is made on the 11<sup>th</sup> day of Feb., 2019 between  
Delivered on Feb. 22, 2019

[REDACTED]

[REDACTED]

Grantor(s)

AND

**CHARLES KRAVITZ and DAWN JOHANSON-KRAVITZ,**

611 Heston Road  
Glassboro, New Jersey 08028

Grantee(s)

In return for the payment to the Grantor(s) by the Grantee(s) of **ONE HUNDRED EIGHTY THOUSAND DOLLARS (\$180,000.00)**, the Grantor(s) Grant and convey to Grantee(s) all that certain parcel of land situate in the Borough of Glassboro, County of Gloucester and State of New Jersey and being further described as follows:

**BEGINNING** at a point in the Northwesterly line of Heston Road, said point being distant North 51 degrees 13 minutes 40 seconds East, 347.64 feet measured along the said line of Heston Road from the Northeasterly end of a curve having a radius of 30.00 feet connecting the said Northwesterly line of Heston Road with the Northeasterly line of Carpenter Street, said beginning point being in the division line between Lots 5 and 6, Block 390-A, Plan of Glen Lake Estate; thence

- (1) Along the division line between Lots 5 and 6, said Plan, North 40 degrees 35 minutes 40 seconds West, 110.45 feet to a point in the line of said Lot 13, said Plan; thence
- (2) Along the line of same and partly along the line of Lot 12, said Plan, North 49 degrees 24 minutes 20 seconds East, 70.75 feet to the division line between Lots 6 and 7, said Plan; thence
- (3) Along said division line between Lots 6 and 7, said Plan, South 40 degrees 35 minutes 40 seconds East, 112.70 feet to a point in the Northwesterly line of said Heston Road; thence
- (4) Along same, South 51 degrees 13 minutes 40 seconds West, 70.78 feet to the point and place of **BEGINNING**.

**BEING** Lot 6, Block 390.01 as shown on the Official Tax Map of the Borough of Glassboro.

**BEING** the same land and premises which became vested in [REDACTED] dated June 9, 2008, recorded June 13, 2008 in Deed Book 4547, Page 291.

# **EXHIBIT 2**

**RESIDENTIAL LEASE AGREEMENT**

**THIS LEASE: August 3, 2019**

**BETWEEN:**

**Charles Kravitz &  
Dawn Johanson-Kravitz  
Operating as Little Harry's LLC**

**(the "Landlord")**

**-And-**

1. [Redacted]  
[Redacted]  
3. [Redacted]  
[Redacted]

2. [Redacted]  
[Redacted]  
4. [Redacted]  
[Redacted]

**(the "tenant")**

**(individually the "Party" and  
Collectively the "Parties")**

In consideration of the Landlord leasing certain premises to the Tenant and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties agree as follows:

INITIALS:

[Redacted] [Redacted] [Redacted] [Redacted]

**Leased Property**

- The Landlord agrees to rent to the Tenant(s) the property, municipality described as: **611 Heston Road Glassboro, New Jersey 08028** for use as residential premises only.
- No guests of the Tenants may occupy the Property for longer than one week without the prior written consent of the Landlord. Violation of this will constitute a breach of this lease.
- No animals are allowed to be kept in or about the property.
- Subject to the provisions of this lease, the Tenant(s) is/are entitled to the use of parking on the property including garage.
- Any notice to terminate this lease must comply with the applicable legislation of the State Of New Jersey.

**TERM**

- The term of the lease commences at 12:00 noon on August 15, 2019 and ending at 12:00 noon on June 1, 2020.

**RENT**

- Subject to the provisions of this lease, the rent for the property is **\$2000.00** per month ("Rent").
- All rent must be postmarked on or before the first of the month of this lease There will be a late fee **\$100.00** any late payment.
- The Tenant will pay the Rent on or before the first day of each every month of the term of this Lease to the Landlord at **173 Ewan Road Mullica Hill, New Jersey 08062 or Republic Bank Glassboro**
- Forms of payment may be:
  - Cash (US Dollars)
  - Personnel Check
  - Cashier's Check
  - Or Direct deposit
- The Landlord agrees to maintain the rent listed above for the duration of this Lease.

INITIALS:

## Security Deposit

- On execution of this lease, the tenant will pay the Landlord a Security deposit of **\$2000.00** (the "Security Deposit")
- The Landlord will hold the Security Deposit at an interest bearing account solely devoted to security deposits at
- The Landlord will return the Security Deposit at the end of this tenancy, less such deductions as provided in this Lease but no deduction will be made for damage due to reasonable wear and tear nor for any deduction prohibited by law.
- During the term of this Lease or after its termination, the Landlord may charge the Tenant or make deductions from the Security Deposit for any or all of the following:
  - Repair of walls due to plugs, large nails or any unreasonable number of holes in the walls including the repainting of such damaged walls;
  - Repainting required to repair the results of any other improper use or excessive damage by the Tenant
  - Unplugging toilets sinks and drains
  - Replacing damaged or missing doors, windows, screens, mirrors or light fixtures
  - Repairing cuts, burns or water damage to floors, rugs or other areas
  - Any other repairs or cleaning due to any damage beyond normal wear and tear caused or permitted by the Tenant(s) or by any person whom the Tenant(s) is responsible for.
  - The cost of extermination where the Tenant(s) guest(s) have brought or allowed insects into the property or building
  - Repairs and replacement required where windows are left open which have caused plumbing to freeze, or rain or water damage to floors or walls.
  - Replacement of locks and/or lost keys to the Property and any administrative fees associated with the replacement as a result of the Tenant(s) misplacement of the keys; and
  - Any other purpose under this Lease or Act.

INITIALS:



- All carpeting must be professionally cleaned at the end of the lease.

For the purpose of this clause, the Landlord may charge the Tenant(s) for professional cleaning and repairs if the Tenant(s) has not made alternate arrangements with the Landlord.

- The Tenant(s) may not use the Security Deposit as payment for Rent.
- Within the time period required by law and after termination of this tenancy, the Landlord will deliver or mail the Security Deposit less any proper deductions or with further demand for payment to any such address as directed in writing by the Tenant(s).

**Inspections**

- The Parties will sign an inspection report at the beginning and end of this tenancy.
- At all reasonable times during the term of this Lease and any renewal of this Lease, the Landlord and its agents may enter the Property to make inspections or repairs. Or to show the Property to prospective tenant(s) or purchasers in compliance with the law.

**Renewal of Lease**

- Upon giving written notice no later than 90 days before the expiration of term of this Lease, the Tenant(s) may renew this Lease for additional term. All terms of the renewed lease will be the same **except** for this renewal clause and the amount of the Rent.
- The tenant(s) may not make any improvements to the Property.

**Utilities and Other Charges**

- The Landlord is responsible for the payment of Sewer, Water Utilities and Property taxes .
- The Tenant(s) is responsible for the payment of the following utilities and other charges in relation to the Property: electricity, internet, cable, telephone and natural gas.

INITIALS:

**Insurance**

- The Tenant(s) is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss.
- The Tenant is responsible for insuring The Landlord's contents and furnishings in or about the Property for either loss or damage for the benefit of the Landlord.
- The Tenant is not responsible for insuring the Property for either damage or loss to the structure, mechanical or improvements to the building of the property, and the Tenant assume no liability for any such loss.
- The Tenant(s) is **NOT** responsible for insuring the Property for liability insurance, and the Tenant(s) assume **NO** liability for any such loss.
- The tenant(s) will provide proof of insurance to the Landlord or sign a letter assuming liability for items that would be covered.

**Attorney Fees**

- In the event that any action is filed in relation to this Lease, the unsuccessful Party in the action will pay to the successful Party, in addition to all the sums that either Party may be called on to pay, a reasonable sum for the successful Party's attorney fees.

**Governing Law**

- This Lease will be construed in accordance with and exclusively governed by the laws of the State of New Jersey.

**Severability**

- If there is a conflict between any provision of this Lease and laws of the State of New Jersey, the current laws will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the laws. Further, any provisions that are required by the law are incorporated into this lease.

INITIALS:








- The invalidity or unenforceability of any provision of this Lease will not affect the validity or enforceability of any provisions of this Lease. such other provisions remain in full force and effect.

**Amendment of Lease**

- This Lease may only be amended or modified by a written document executed by all Parties.

**Assignment and Subletting**

- The Tenant will not assign this Lease or sublet or grant any concession or license to use the Property or any part of the Property. Any assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at the Landlord's option, terminate this lease.

**Additional Clauses**

- The Tenant(s) is to conduct themselves in a legal and respectful manor. The Tenant agrees to follow all laws and ordinances for the **Borough of Glassboro, New Jersey**. The tenant(s) are responsible for any fines leveled against the Landlord for violations. The Landlord will notify the Tenant(s) in writing of such violations. Any additional violations will result in immediate termination of this Lease.

**THE TENANT(S) AGREES TO PAY A FEE THAT EQUALS TWICE THE AMOUNT OF ONE MONTH'S RENT.**

- The Tenant will obey all Federal, State, and local laws and or ordinances, any convictions for the violation(s) will result in the immediate termination of this Lease. The Tenant(s) will be responsible for any and all fines assessed to the Landlord.

**THE TENANT(S) AGREE TO PAY A FEE THAT EAUALS TWICE THE AMOUNT OF ONE MONTH'S RENT.**

- **THE TENANT(S) ARE RESPONSIBLE TO PAY ANY AND ALL LEGAL OR COLLECTION FEES USED TO ENFORCEMENT OF THIS LEASE.**

INITIALS:






- Upon vacating this Property, the Tenant(s) is to return the Property in the condition that it was received. The carpeting must be professionally cleaned. In the event this is not done any fees needed to correct this will be deducted from the Security Deposit.

### **Damage to Property**

- If the property should be damaged by the negligence or willful act(s) or that of the Tenant's employee, agent, or visitor(s), and the Landlord decides not to rebuild or repair the Property, the Landlord may end this Lease by giving appropriate notice.

### **Maintenance**

- The Tenant(s) will, at its sole expense, keep and maintain the Property and appurtenances in good and sanitary condition and repair during the term of this Lease and renewal of this Lease.
- Major maintenance and repair of the Property involving anticipated or actual costs in excess of \$100.00 per incident not due to the Tenant(s) misuse, waste, or neglect or that of the Tenant(s) employee, family, agent or visitor, will be the responsibility of the Landlord or the Landlord's assigns.
- In the event the repair of a major appliance such as Heating, Air Conditioning, water heater, stove or dishwasher will be covered in full by the Landlord, as long as it is not due to misuse, waste or neglect.

### **Care and Use of Property**

- The Tenant(s) will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Property or to any furnishing supplied by the Landlord.
- The Tenant will not engage in any illegal trade or activity on or about the Property.
- The parties will comply with all standards of health, sanitation, fire, housing and safety as required by law.
- The Parties will use reasonable efforts to maintain the Property in such a condition as to prevent the accumulation of moisture accumulation that occurs or of any visible evidence of mold discovery by the Tenant(s). The Landlord will promptly respond to any such written notices from the

INITIALS:



Tenant(s).

- If the Tenant is absent from the Property and the is unoccupied for a period of 7 consecutive days or longer, the Tenant(s) will arrange for regular inspection by a competent person. The Landlord will be notified in advance as to the name, address and phone number of the person doing the inspections.
- At the expiration of the term of this Lease, the Tenant(s) will quit and surrender the Property in as good a state and condition as they were at the commencement of this Lease, responsible use and wear and tear excepted.

**Rules and Regulations**

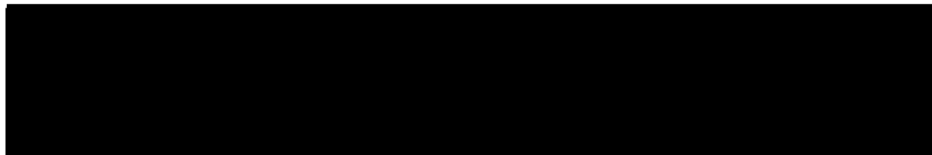
- **The Tenant(s) will obey all rules and regulations of the Landlord regarding the Property.**

**Mediation and Arbitration**

- If any dispute related to this Lease between the Parties is not resolved through informal discussion within 14 days from the date the dispute arises, the Parties agree to submit the issue first before a non-binding mediator and to an arbitrator in the event the mediation fails. The decision of the arbitrator will be binding on the Parties. Any mediator or arbitrator must be a neutral party acceptable to both Parties. The cost of any mediations or arbitrations will be paid by the Tenant(s).

**Address for Notification**

- For any matter relating to this tenancy, the Tenant(s) may be contacted at the Property or through the phone number(s) below:



INITIALS:






- For any matter relating to this tenancy, whether during or after this tenancy has been terminated, the Landlord's address for notice is:

[REDACTED]

**Phone:** [REDACTED]

**Email address:** [REDACTED]

**General Provisions**

- All monetary amounts stated or referred to in this Lease are based on United States currency.
- Any waiver by the Landlord of any failure by the Tenant(s) to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or non-performance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.
- This Lease will extend to and be binding upon and insure to the benefit of the respective heirs, executors, administrators, successors and assigns of each party. All covenants are to be construed as conditions of this Lease.
- All sums payable by the Tenant(s) to the Landlord pursuant to any provision of this Lease will be deemed to be additional rent and will be recovered by the Landlord as rental arrears.
- Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this lease.
- Locks may not be added or changed without the prior written agreement of both Parties, or unless the changes are made in compliance with the law.
- The Tenant(s) will be charged an additional amount of \$75.00 for each N.S.F. check or checks returned by the Tenant's financial institution. If there are more than three (3) instances by any or all tenant(s), the Tenant(s) will be restricted to payment by cash, cashier's check or direct deposit for the remainder of the current lease.
- If the Tenant(s) moves out prior to the natural expiration of this Lease, a re-rent levy of two (2) times the amount of the current rent being charged to the Tenant(s).

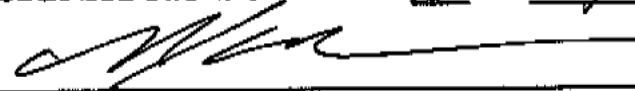
INITIALS: [REDACTED] [REDACTED] [REDACTED] [REDACTED]

- Heading are inserted for the convenience of the Parties only and are not to be considered when interpreting this Lease. Words in the singular mean and include the plural and vice versa.
- This Lease may be executed in counter parts. Facsimile signatures are binding and are considered to be original signatures.

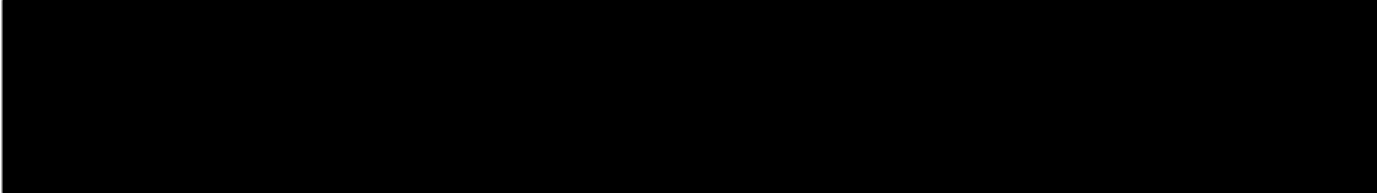
**This Lease constitutes the entire agreement between the Parties**

- During the last 90 days of this Lease, the Landlord or the Landlord's agents will have the privilege of displaying the usual "for Sale" or "for Rent" or "Vacancy" signs on the Property.
- Time is of the essence in this Lease.

**IN WITNESS WHEREOF CHARLES KRAVITZ & DAWN JOHANSON KRAVITZ OPERATING AS LITTLE HARRY'S LLC HAVE DULY AFFIXED THEIR SIGNATURES ON THIS: 15<sup>th</sup> OF August 2019.**

Charles Kravitz: 

Dawn Johanson-Kravitz 



**The Tenant(s) acknowledges receiving a duplicate copy of this Lease signed by the Tenant(s) and the Landlord on the \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_**  
**Lead-Based Paint Disclosure**

**Property: 611 Heston Road Glassboro, NJ 08028**

**Charles Kravitz & Dawn Johanson-Kravitz operating as Little Harry's LLC**



INITIALS:    

**Landlord's Disclosure**

The Landlord(s) CERTIFIES THAT:

- The Landlord has **NO** knowledge of any lead-based paint and/or lead-based paint hazards in or about the **Property**.
- The Landlord has **NO** records or reports relating to lead-based paint and/or lead-based paint hazards in or about the **Property**.

Date: 08/15/, 2019.

Landlord: Charles Kravitz: [Signature]

Landlord: Dawn Johanson-Kravitz: [Signature]

**Tenant's disclosure**

The Tenant's acknowledge receipt of:

- The information contained in the above Landlord's Disclosure including the above-mentioned reports and records; and
- The pamphlet *Protect your family from lead in your home* (EPA-747-K-99-001) or equivalent pamphlet that has been approved for use in the state by the Environmental Protection Agency.

Date: 08/15, 2019

Tenant 1: [Redacted]  
Tenant 3: [Redacted]

Tenant 2: [Redacted]  
Tenant 4: [Redacted]

The pamphlet *Protect your family from Lead in Your Home* can be ordered in hard copy or can be printed from the website: <http://www2.epa.gov/lead/protect-your-family-lead-your-home>.

INITIALS: [Redacted] [Redacted] [Redacted] [Redacted]

**ASBESTOS DISCLOSURE**

**Property: 611 HESTON ROAD GLASSBORO, NJ 08028**

Landlord: Charles Kravitz and Dawn Johanson-Kravitz

**Landlord's Disclosure**

The Landlord CERTIFIES THAT:

- The Landlord has investigated and there is **NO** asbestos in or about the Property.
- The Landlord has **NO** records or reports with respect to asbestos in or about the property.

Date: 08/15/2019

Landlord: Charles Kravitz: [Signature]

Landlord: Dawn Johanson-Kravitz: [Signature]

**Tenant's Disclosure**

The Tenant ACKNOWLEDGES receipt of the information contained in the above Landlord's Disclosure including any reports and records.

Date: 08/15/2019

Tenant 1: [REDACTED]

Tenant 2: [REDACTED]

Tenant 3: [REDACTED]

Tenant 4: [REDACTED]

INITIALS: [REDACTED]

# **EXHIBIT 3**



**RECORDING INFORMATION SHEET**

**CUMBERLAND COUNTY CLERK'S OFFICE  
60 WEST BROAD STREET  
BRIDGETON NJ 08302**

INSTRUMENT NUMBER:

**587339**

**Official Use Only**

DOCUMENT TYPE:

**DEED - Exempt**

**Return Address (for recorded documents)**



CELESTE RILEY, COUNTY CLERK  
CUMBERLAND COUNTY, NJ

INSTRUMENT NUMBER  
587339  
RECORDED ON  
11/12/2019 01:40:27 PM  
BOOK: 04186 PAGE: 8394  
GH

Consideration: \$1.00

<b>No. of Pages (excluding Summary Sheet)</b>	7
<b>Recording Fee (excluding Transfer Tax)</b>	\$103.00
<b>Realty Transfer Tax</b>	\$0.00
<b>Amount Charged</b>	\$103.00
<b>Parcel Information</b>	Block: 726 Lot: 7 Municipality: VINELAND
<b>First Party Name</b>	MARGARITA JOHNSON
<b>Second Party Name</b>	JOHN O JOHNSON SR
<b>Payment(s)</b>	Check (1184)

MAIL COPY \_\_\_\_\_  
NO COPY \_\_\_\_\_  
ENVELOPE



ADDITIONAL STAMPINGS \_\_\_\_\_

**Additional Information (Official Use Only)**



\*\*\*\*\* **DO NOT REMOVE THIS PAGE.** \*\*\*\*\*  
**COVER SHEET (DOCUMENT SUMMARY FORM) IS PART OF CUMBERLAND COUNTY FILING RECORD**  
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NOTE: If the document data differs from this cover sheet, the document data always supersedes the cover page.  
 COVER PAGE DOES NOT INCLUDE ALL DATA. PLEASE SEE INDEX AND DOCUMENT FOR ANY ADDITIONAL INFORMATION.

<p><b>Cumberland County Recording Data Page</b>  <b>Honorable Celeste M. Riley</b>  <b>Cumberland County Clerk</b></p> 	<p><i>Official Use Only – Barcode</i></p>
<p><i>Official Use Only – Record &amp; Return</i></p> 	<p><i>Official Use Only – Realty Transfer Fee</i></p>
<p>Date of Document:  <b>10/16/2019</b></p>	<p>Type of Document:  <b>DEED</b></p>
<p>First Party Name:  <b>JOHNSON, MARGARITA</b></p>	<p>Second Party Name:  <b>JOHNSON SR., JOHN O. &amp; JOHNSON, MARGARITA, TRUSTEES, OR THEIR SUCCESSORS IN TRUST, UNDER THE JOHNSON FAMILY TRUST</b></p>
<p>Additional Parties:</p>	

<p align="center"><b>THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY</b></p>	
<p>Block:  <b>726</b></p>	<p>Lot:  <b>7</b></p>
<p>Municipality:  <b>VINELAND</b></p>	
<p>Consideration:  <b>\$1.00</b></p>	
<p>Mailing Address of Grantee:  <b>2773 MAGNOLIA ROAD, VINELAND, NJ 08361</b></p>	

**THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOKING & PAGING INFORMATION FOR ASSIGNMENTS, RELEASES, SATISFACTIONS, DISCHARGES & OTHER ORIGINAL MORTGAGE AGREEMENTS ONLY**

**DEED**

Prepared by: Michael D. Bonfrisco, Esquire

This Deed dated 10/16/2019.

**BETWEEN**

**MARGARITA JOHNSON**

whose address is 2773 Magnolia Road, Vineland, NJ 08361

referred to as the Grantors,

**AND**

JOHN O. JOHNSON, SR. AND MARGARITA JOHNSON, Trustees, or their successors in trust, under the JOHNSON FAMILY TRUST, dated April 01, 2019, and any amendments thereto with a life estate interest to JOHN O. JOHNSON SR. AND MARGARITA JOHNSON.

whose address is 2773 Magnolia Road, Vineland, NJ 08361

referred to as the Grantees

The words Grantor and Grantee shall mean all Grantors and all Grantee listed above,

**Transfer of Ownership.** The Grantor grants and conveys and transfers ownership of the property described below to the Grantee. This transfer is made for the sum of **ONE DOLLAR (\$1.00) AND NO CENTS.**

The Grantor acknowledges receipt of this money.

**Tax map reference.** (N.J.S.A. 46:15-2.1) Municipality of City of Vineland  
Block: 726 Lot: 7

**Property.** The property consists of the land and all the buildings and structures on the land located in city of Vineland, and in the County of Cumberland, State of New Jersey. The legal description is:

**SEE ATTACHED LEGAL DESCRIPTION**

**BEING** the same land and premises which Mildred Woodson, by Deed dated August 30, 2004, and recorded in the Office of the County Clerk in and for the County of Cumberland in deed book 2769, page 54 granted and conveyed unto MARGARITA JOHNSON.

**BEING** commonly known as 728 South 6<sup>th</sup> Street, Vineland, New Jersey.

All that certain land and premises situate in the City of Vineland, County of Cumberland and the State of New Jersey bounded and described as follows:

BEGINNING at a corner on the westerly side of Sixth Street at the distance of 100 feet Northwardly from the intersection of the Westerly side of Sixth Street with the Northerly side of Washington Avenue; thence

- 1) North 82 degrees West, 100 feet to a corner; thence
- 2) North 08 degrees East, 47 feet to a corner; thence
- 3) South 82 degrees East, 100 feet to a corner on the westerly side of Sixth Street; thence
- 4) Along the Westerly side of Sixth Street, South 08 degrees West, 47 feet to the place of BEGINNING.

BEING know as Lot 7, Block 726 as shown on the City of Vineland tax map.

COMMONLY known as 728 South 6<sup>th</sup> Street.



State of New Jersey  
**SELLER'S RESIDENCY CERTIFICATION/EXEMPTION**

(Please Print or Type)

**SELLER'S INFORMATION**

Name(s)

MARGARITA JOHNSON

Current Street Address

2773 MAGNOLIA ROAD

City, Town, Post Office Box

VINELAND

State

NJ

Zip Code

08361

**PROPERTY INFORMATION**

Block(s)

726

Lot(s)

7

Qualifier

Street Address

728 South 6th Street

City, Town, Post Office Box

VINELAND

State

NJ

Zip Code

08360

Seller's Percentage of Ownership

100%

Total Consideration

\$1.00

Owner's Share of Consideration

\$1.00

Closing Date

**SELLER'S ASSURANCES (Check the Appropriate Box) (Boxes 2 through 14 apply to Residents and Nonresidents)**

1.  Seller is a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to the New Jersey Gross Income Tax Act, will file a resident gross income tax return, and will pay any applicable taxes on any gain or income from the disposition of this property.
2.  The real property sold or transferred is used exclusively as a principal residence as defined in 26 U.S. Code section 121.
3.  Seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4.  Seller, transferor, or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5.  Seller is not an individual, estate, or trust and is not required to make an estimated gross income tax payment.
6.  The total consideration for the property is \$1,000 or less so the seller is not required to make an estimated income tax payment.
7.  The gain from the sale is not recognized for federal income tax purposes under 26 U.S. Code section 721, 1031, or 1033 (CIRCLE THE APPLICABLE SECTION). If the indicated section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale and report the recognized gain.  
 Seller did not receive non-like kind property.
8.  The real property is being transferred by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this State.
9.  The real property being sold is subject to a short sale instituted by the mortgagee, whereby the seller agreed not to receive any proceeds from the sale and the mortgagee will receive all proceeds paying off an agreed amount of the mortgage.
10.  The deed is dated prior to August 1, 2004, and was not previously recorded.
11.  The real property is being transferred under a relocation company transaction where a trustee of the relocation company buys the property from the seller and then sells the house to a third party buyer for the same price.
12.  The real property is being transferred between spouses or incident to a divorce decree or property settlement agreement under 26 U.S. Code section 1041.
13.  The property transferred is a cemetery plot.
14.  The seller is not receiving net proceeds from the sale. Net proceeds from the sale means the net amount due to the seller on the settlement sheet.

**SELLER'S DECLARATION**

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein may be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete. By checking this box  I certify that a Power of Attorney to represent the seller(s) has been previously recorded or is being recorded simultaneously with the deed to which this form is attached.

10/16/2019

Date

*Margarita Johnson*

Signature

(Seller) Please indicate if Power of Attorney or Attorney in Fact

Date

Signature

(Seller) Please indicate if Power of Attorney or Attorney in Fact

RTF-1 (Rev. 7/14/10)  
MUST SUBMIT IN DUPLICATE

STATE OF NEW JERSEY  
AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER

(Chapter 49, P.L.1968, as amended through Chapter 33, P.L. 2006) (N.J.S.A. 46:15-5 et seq.)

BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM.

STATE OF NEW JERSEY

COUNTY CUMBERLAND } SS. County Municipal Code 0614  
MUNICIPALITY OF PROPERTY LOCATION VINELAND

FOR RECORDER'S USE ONLY  
Consideration \$ 1.00  
RTF paid by seller \$ 1.00  
Date 11/17/19 By [Signature]

\*Use symbol "C" to indicate that fee is exclusively for county use.

(1) PARTY OR LEGAL REPRESENTATIVE (Instructions #3 and #4 on reverse side)

Deponent, MARGARITA JOHNSON being duly sworn according to law upon his/her oath,  
(Name)  
deposes and says that he/she is the Grantor in a deed dated \_\_\_\_\_ transferring  
(Grantor, Legal Representative, Corporate Officer, Officer of Title Company, Lending Institution, etc.)  
real property identified as Block number 726 Lot number 7 located at  
728 South 6th Street, Vineland and annexed thereto  
(Street Address, Town)

(2) CONSIDERATION \$ 1.00 (Instructions #1 and #5 on reverse side)  no prior mortgage to which property is subject.

(3) Property transferred is Class 4A 4B 4C (circle one). If property transferred is Class 4A, calculation in Section 3A below is required.

(3A) REQUIRED CALCULATION OF EQUALIZED VALUATION FOR ALL CLASS 4A (COMMERCIAL) PROPERTY TRANSACTIONS:  
(Instructions #5A and #7 on reverse side)

Total Assessed Valuation ÷ Director's Ratio = Equalized Assessed Valuation

\$ \_\_\_\_\_ ÷ \_\_\_\_\_ % = \$ \_\_\_\_\_

If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed value. If Director's Ratio is equal to or in excess of 100%, the assessed value will be equal to the equalized valuation.

(4) FULL EXEMPTION FROM FEE (Instruction #8 on reverse side)

Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C. 49, P.L. 1968, as amended through C. 66, P.L. 2004, for the following reason(s). Mere reference to exemption symbol is insufficient. Explain in detail.

(a) For consideration less than \$100; OTHER: N.J.A.C. 18:16-5.11(a): A transfer of realty to a grantee in trust to hold the property for the exclusive use and benefit of the grantor is not subject to a realty transfer fee

(5) PARTIAL EXEMPTION FROM FEE (Instruction #9 on reverse side)

NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. Deponent claims that this deed transaction is exempt from State portions of the Basic, Supplemental, and General Purpose Fees, as applicable, imposed by C. 176, P.L. 1975, C. 113, P.L. 2004, and C. 66, P.L. 2004 for the following reason(s).

- A. SENIOR CITIZEN Grantor(s)  62 years of age or over. (Instruction #9 on reverse side for A or B)
- B.  BLIND PERSON Grantor(s)  legally blind or;
- DISABLED PERSON Grantor(s)  permanently and totally disabled  receiving disability payments  not gainfully employed\*

Senior citizens, blind persons, or disabled persons must also meet all of the following criteria:

- Owned and occupied by grantor(s) at time of sale.
- Resident of State of New Jersey.
- One or two-family residential premises.
- Owners as joint tenants must all qualify.

\*IN CASE OF HUSBAND AND WIFE, PARTNERS IN A CIVIL UNION COUPLE, ONLY ONE GRANTOR NEED QUALIFY IF TENANTS BY THE ENTIRETY.

C. LOW AND MODERATE INCOME HOUSING (Instruction #9 on reverse side)

- Affordable according to H.U.D. standards
- Reserved for occupancy
- Meets income requirements of region.
- Subject to resale controls.

(6) NEW CONSTRUCTION (Instructions #2, #10, #12 on reverse side)

- Entirely new improvement.
- Not previously occupied.
- Not previously used for any purpose
- "NEW CONSTRUCTION" printed clearly at top of first page of the deed.

(7) RELATED LEGAL ENTITIES TO LEGAL ENTITIES (Instructions #5, #12, #14 on reverse side)

- No prior mortgage assumed or to which property is subject at time of sale.
- No contributions to capital by either grantor or grantee legal entity.
- No stock or money exchanged by or between grantor or grantee legal entities.

(8) Deponent makes this Affidavit to induce county clerk or register of deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006.

Subscribed and sworn to before me this 16 day of October, 2019

*[Handwritten signature]*

Angelina B Fean  
Notary Public  
New Jersey  
My Commission Expires 3-31-2022  
No. 50057702

Margarita Johnson MARGARITA JOHNSON  
Signature of Deponent Grantor Name  
2773 MAGNOLIA RD VINELAND 2773 MAGNOLIA RD VINELAND  
Deponent Address Grantor Address at Time of Sale  
XXX-XXX-XXXX Last three digits in Grantor's Social Security Number  
Name/Company of Settlement Officer

FOR OFFICIAL USE ONLY  
Instrument Number 559251 County Cumberland  
Deed Number 64 Book 1112 Page 1  
Deed Date 11/17/19 Date Recorded 11/17/19

County recording officers shall forward one copy of each RTF-1 form when Section 3A is completed to: STATE OF NEW JERSEY  
PO BOX 251  
TRENTON, NJ 08695-0251  
ATTENTION: REALTY TRANSFER FEE UNIT

RTF-1 (Rev 7/14/10)  
MUST SUBMIT IN DUPLICATE

STATE OF NEW JERSEY

**AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER**

(Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006) (N.J.S.A. 46:15-5 et seq.)

**BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM.**

STATE OF NEW JERSEY

COUNTY CUMBERLAND } SS. County Municipal Code 0614  
MUNICIPALITY OF PROPERTY LOCATION VINELAND

FOR RECORDER'S USE ONLY	
Consideration	\$ <u>1.00</u>
RTF paid by seller	\$ <u>0.00</u>
Date	<u>11/11/19</u> By <u>[Signature]</u>

\*Use symbol "C" to indicate that fee is exclusively for county use

(1) PARTY OR LEGAL REPRESENTATIVE (Instructions #3 and #4 on reverse side)

Deponent, MARGARITA JOHNSON being duly sworn according to law upon his/her oath, deposes and says that he/she is the Grantor in a deed dated \_\_\_\_\_ transferring real property identified as Block number 726 Lot number 7 located at 728 South 6th Street, Vineland and annexed thereto

(2) CONSIDERATION \$ 1.00 (Instructions #1 and #5 on reverse side)  no prior mortgage to which property is subject.

(3) Property transferred is Class 4A 4B 4C (circle one). If property transferred is Class 4A, calculation in Section 3A below is required.

(3A) REQUIRED CALCULATION OF EQUALIZED VALUATION FOR ALL CLASS 4A (COMMERCIAL) PROPERTY TRANSACTIONS: (Instructions #5A and #7 on reverse side)

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\$ \_\_\_\_\_ + \_\_\_\_\_ % = \$ \_\_\_\_\_

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 Owned and occupied by grantor(s) at time of sale.  Resident of State of New Jersey.  
 One or two-family residential premises  Owners as joint tenants must all qualify

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- Affordable according to H.U.D. standards.
- Reserved for occupancy
- Meets income requirements of region
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- Entirely new improvement
- Not previously used for any purpose.
- Not previously occupied.
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- No contributions to capital by either grantor or grantee legal entity
- No stock or money exchanged by or between grantor or grantee legal entities

(8) Deponent makes this Affidavit to induce county clerk or register of deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006

Subscribed and sworn to before me this 16 day of October, 2019

**Angelina B Fean**  
Notary Public  
New Jersey  
My Commission Expires 3-31-2022  
No. 50057702

[Signature] MARGARITA JOHNSON  
Signature of Deponent Grantor Name  
2773 MAGNOLIA RD VINELAND 2773 MAGNOLIA RD VINELAND  
Deponent Address Grantor Address at Time of Sale  
XXX-XXX- [Redacted] Name/Company of Settlement Officer

FOR OFFICIAL USE ONLY	
Instrument Number	<u>557121</u> County <u>Cumberland</u>
Deed Number	<u>1011219</u> Book <u>1011219</u> Page <u>2514</u>
Deed Dated	<u>11/11/19</u> Date Recorded <u>11/13/19</u>

County recording officers shall forward one copy of each RTF-1 form when Section 3A is completed to:

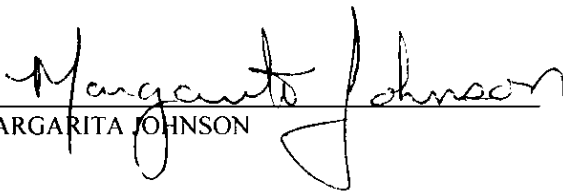
STATE OF NEW JERSEY  
PO BOX 251  
TRENTON, NJ 08695-0251  
ATTENTION: REALTY TRANSFER FEE UNIT

**TOGETHER** with all and singular buildings, improvements, ways, trees, waters, water courses, rights, liberties, privilege, tenements, hereditaments and appurtenances thereto belonging or in any way appertaining.

**SUBJECT** to all easements, reservations and restrictions of record, such state of facts as would be disclosed by a policy of title, accurate survey and or inspection of the premises and subject to all laws, ordinances and regulations affecting the premises.

**Promises by Grantor.** The Grantor promises that the Grantor has done no act to encumber the property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

Date: 10/16/2019

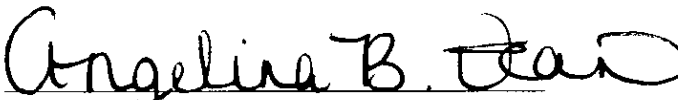
  
MARGARITA JOHNSON

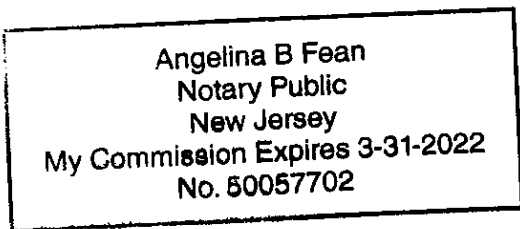
STATE OF NEW JERSEY :  
  SS  
COUNTY OF CAMDEN :

I CERTIFY that on 10/16/2019, MARGARITA JOHNSON, personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- ( a ) is named in and personally signed this Deed:
- ( b ) signed, sealed and delivered this Deed as his or her act and deed; and
- ( c ) made this Deed for \$1.00 as the full and actual consideration paid or to be Paid for the transfer of title. (Such consideration is defined in N.J.S.A.

46:15-5.)

  
Notary Public





# **EXHIBIT 4**

EX-63 7/31/19

# Residential Lease

## APARTMENT – CONDOMINIUM – HOUSE

**BY THIS AGREEMENT** made and entered into on 31 July 2017, between John & Margarita Johnson, herein referred to as Lessor, and [REDACTED] herein referred to as Lessee. Lessor leases to Lessee the premises situated at 728 South 6th Street, Unit A, in the City of Vineland, County of Cumberland, State of New Jersey, and more particularly described as follows: together with all appurtenances, for a term of one year, to commence on 1 August 2017, and to end on 31 July 2019 at 11:59 o'clock p.m. Prior to the natural expiration of this lease, Lessee agrees to either sign a new lease or surrender the property without delay.

**1. Rent.** Lessee agrees to pay, without demand, to Lessor as rent for the demised premises the sum of Eight Hundred Twenty Dollars (\$820.00) and utilities specified in Item 37 and other rents, per month **by the 1st day of each calendar month beginning 1 August 2017**, at 728 South 6th Street, Unit A, City of Vineland, State of New Jersey, or at such other place as Lessee may designate.

**2. Form of Payment.** Lessee agrees to pay rent each month in the form of one personal check, OR one cashier's check, OR one money order made out to Margarita Johnson.

**3. Late Payments.** For any rent payment not paid by the date due and received by Lessor after the 7<sup>th</sup> of the month, Lessee shall pay a late fee in the amount of Fifty Dollars (\$50.00). **Payments that are mailed will be considered late if the post mark is after the 7<sup>th</sup> day of the month.** Payments will be late if the check or money order is not signed or the instrument of payment is returned to the Lessor by the bank for **any reason**.

**4. Returned Checks.** If, for any reason, a check used by Lessee to pay Lessor is returned by the bank without having been paid, Lessee will pay a return check service fee of Thirty Dollars (\$30.00) to cover the return check fee **AND** pay the late fee in the amount of Fifty Dollars (\$50.00) **IN ADDITION TO** the past due rent(s) and utilities. After the second time a Lessee's check is returned, Lessee must thereafter secure a cashier's check or money order for payment of rent. If the Lessee pays and a third time and the payment is rejected by the bank, Lessee will pay with cash and a receipt will be provided as proof of payment.

**5. Security Deposit.** On execution of this lease, Lessee deposits with Lessor One Thousand Two Hundred Thirty Dollars (\$1230.00), the sum equal to one and one-half (1.5) months rent, receipt of which is acknowledged by Lessor, as security for the faithful performance by Lessee of the terms hereof, to be returned to Lessee, with interest, except where required by law, on the full and faithful performance by them of the provisions hereof.

**6. Quiet Enjoyment.** Lessor covenants that on paying the rent and performing the covenants herein contained, Lessee shall peacefully and quietly have, hold, and enjoy the demised premises for the agreed term. The Lessee will not play a radio, television, stereo, other entertainment device or other device that will make loud noise before 7 am or after 11 pm, in order that the neighbors shall not be disturbed. This clause will also apply to any parties the Lessee may host at the premises, and comply with the 7am to 11pm noise restriction.

**2017-Errera residential Lease.rtf**

**Date & Lessee Initials** [REDACTED]

**14. Assignment and Subletting.** Lessee shall not assign this lease, or sublet or grant any concession or license to use the premises or any part thereof. Consent by Lessor to one assignment, subletting, concession, or license shall not be deemed to be a consent to any subsequent assignment, subletting, concession, or license. Lessee will not allow any one to use the address for the purpose of proof of residency to get federal, state or local benefits to include schooling of minor children. An assignment, subletting, concession, or license without the prior written consent of Lessor, or an assignment or subletting by operation of law, shall be void and shall, at Lessor's option, TERMINATE THIS LEASE IMMEDIATELY.

**15. Alterations and Improvements.** Lessee shall make no alterations to the buildings on the demised premises or construct any building or make other improvements on the demised premises without the prior written consent of Lessor. All alterations, changes, and improvements built, constructed, or placed on the demised premises by Lessee, with the exception of fixtures, shall be removable without damage to the premises and movable personal property, shall, unless otherwise provided by written agreement between Lessor and Lessee, be the property of Lessor and remain on the demised premises at the expiration or sooner termination of this lease. Any improvements removed by the Lessee shall be replaced by the Lessee, at Lessee's sole expense, of equal or better quality to the original fixture removed and make the premise tenable and left in good repair and aesthetically pleasing. Any painting necessary to achieve this will be at the Lessee's expense.

**16. Damage to Premises.** If the demised premises, or any part thereof, shall be partially damaged by fire or other casualty not due to Lessee's negligence or willful act or that of their employee, family, agent, or visitor, the premises shall be promptly repaired by Lessor and there shall be an abatement of rent corresponding with the time during which, and the extent to which, the leased premises may have been inhabitable; but, if the leased premises should be damaged by Lessee's negligence or willful act or that of their employee, family, agent, visitor or animal brought to the property by the afore mentioned to include the extent that Lessor shall decide not to rebuild or repair, the term of this lease shall end immediately and the rent shall be paid by the Lessee until the end of this Lease.

**16A. Damage to Premises. (Financial Responsibility)** Lessee shall be responsible for and paying the cost of all damages; to include materials, labor and any applicable taxes, caused by the Lessee or Lessee's negligence or willful act or that of their employee, family, agent, visitor or animal brought to the property by the afore mentioned. These costs will be added to the Lessee's account and become rent. The cost of repairs will not be added to the Lessee's rent IF the Lessee is able to have the responsible entity pay the full cost of repairs to the Landlord, the Landlord's agent or repairman directly. A valid receipt of funds needs to be in the Lessee's possession to remove the charges from the rent account.

**17. Dangerous Materials.** Lessee shall not keep or have on the leased premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the leased premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

**18. Utilities.** Lessee shall be responsible for arranging for and paying for all utility services including Electric, Gas and Water required on the premises, except that Sewer and Solid waste shall be provided by Lessor. A copy of the water bill will be given to the Lessee and the bill total added to the rent, payable to the Lessor.

**20B. Maintenance and Repair. (Billing)** Lessee will be billed at the following rates.

- Commercial Tradesman – Face values of commercial bill.
- Two Bears Agent – One time Service Call.
  - One time - \$65.00 (USD) per incident
  - Hourly Rate - \$.10.00 per hour

**21. Painting.** Lessor reserves the right to determine when the dwelling will be painted unless there is any law to the contrary.

**22. Insurance.** Lessor has obtained insurance to cover fire damage to the building itself and liability insurance to cover certain personal injuries occurring as a result of property defects or Lessor negligence. Lessor's insurance does not cover Lessee's possessions or Lessee's negligence. Lessee shall obtain a renters insurance policy to cover damage or loss of personal possessions, as well as losses resulting from their negligence.

**23. Pets.** A Pet shall be allowed with the prior written consent of the Lessor. At the time of signing this lease, Lessee has no pets. Lessor is held solely responsible for all damages and illegal issues caused by the animal. Lessee is required to have a pet rider to the renter's insurance to cover the liability of owning an animal. **All mammal pets will be house broken. All pets will urinate and defecate outside of the house.** If their authorized animal dies, Lessee must get a Letter of authorization for a new pet. If Lessee buys a replacement mammal pet and does not comply with this section, the lease will terminate AND Lessee will leave the property immediately AND Lessee will be responsible for the rent until the property can be rented to a new Lessee.

**24. Display of Signs.** During the last 60 days of this lease, Lessor or their agent shall have the privilege of displaying the usual "For Sale" or "For Rent" or "Vacancy" signs on the demised premises and of showing the property to prospective purchasers or tenants. Lessee agrees to allow prospective tenants to enter to view the property, when given reasonable notice. The property will be in a clean and presentable condition.

**25. Rules and Regulations.** Lessor's existing rules and regulations, if any, shall be signed by Lessee, attached to this agreement and incorporated into it. Lessor may adopt other rules and regulations at a later time provided that they have a legitimate purpose, not modify Lessee's rights substantially and not become effective without notice of at least two (2) weeks.

**26. Subordination of Lease.** This lease and Lessee's leasehold interest hereunder are and shall be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the demised premises by Lessor, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions of such liens or encumbrances.

**32. Binding Effect.** The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this lease.

**33. Radon Gas Disclosure.** As required by law, Landlord makes the following disclosure: "Radon Gas" is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in every state. Additional information regarding radon and radon testing may be obtained from your county public health unit.

**34. Lead Paint Disclosure.** "Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention."

**35. Severability.** If any portion of this lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

**36. Legal Actions.**

1. Lessee is made aware, if the rent is not paid in full the 20th day of the month, or arrangements made, Lessor will file with the Landlord / Tenant Court.
  - a. Lessee will be responsible for:
    - i. The cost of filing.
    - ii. Mailing of notices.
    - iii. Legal fees of Two Hundred Dollars (\$200.00) per court appearance the Lessor must attend.
    - iv. These fees will be added to the rent balance.
  
2. Lessee will comply with the number of occupants on the occupancy permit.
  - a. Willfully Allowing persons other than those listed in the lease, to use the address for receiving federal, state or local benefits will cause the termination of the lease.
  - b. This does not apply to parties hosted by the Lessee.
  - c. Parties will not last longer than 48 hours.
  - d. If additional persons are to be added, while complying with state maximum occupancy laws, a written addendum will be entered into and signed by Lessor & Lessee.
  - e. Lessee will be responsible for any and all fines associated with the property occupied by the Lessee.

6. Lessee is made aware, if the property is damaged by the Lessee or agent, guest or visitor, Lessor will file with the appropriate Court to reclaim the cost for repair.
- a. Lessee will be responsible for:
    - i. All repair costs to include materials, labor and estimates if applicable.
    - ii. All court costs of filing.
    - iii. All costs for Mailing of notices.
    - iv. Legal fees of Two Hundred Dollars (\$200.00) per court appearance the Lessor must attend.
    - v. All cost of filing eviction.
    - vi. All Cost of eviction by the Sheriff.
    - vii. Lessee will be liable for all rent due until the natural expiration of this lease or when a new tenant is installed. Which ever comes first
    - viii. All items A-i thru A-vii, will be added to the rent balance.
7. Lessee is made aware, if the property is damaged by the Lessee, their employee(s), agent(s), guest(s) or visitor(s), Lessor will file with the Landlord / Tenant Court to document the dispute and /or request eviction. Lessor will file with the appropriate Court to reclaim the cost for repair.
- a. Lessee will be responsible for:
    - i. All repair costs to include materials, labor and estimates if applicable.
    - ii. All court costs of filing.
    - iii. All costs for Mailing of notices.
    - iv. Legal fees of Two Hundred Dollars (\$200.00) per court appearance the Lessor must attend.
    - v. All cost of filing eviction.
    - vi. All Cost of eviction by the Sheriff.
    - vii. Lessee will be liable for all rent due until the natural expiration of this lease or when a new tenant is installed. Which ever comes first
    - viii. All items A-i thru A-vii, will be added to the rent balance.
8. Lessee is made aware, if the property is abandoned is responsible:
- a. Lessee's abandoned property will be placed in storage for only one month.
    - i. All repair costs to include materials, labor and estimates if applicable.
    - ii. All court costs of filing.
    - iii. All costs for Mailing of notices.
    - iv. Legal fees of Two Hundred Dollars (\$200.00) per court appearance the Lessor must attend.
    - v. All cost of filing eviction.
    - vi. All Cost of eviction by the Sheriff.
    - vii. All costs of packing, moving and storage.
    - viii. Lessee will be liable for all rent due until the natural expiration of this lease or when a new tenant is installed. Which ever comes first
    - ix. All items A-i thru A-viii, will be added to the rent balance.
9. Lessee is made aware, if the contract is made void by any actions of the Lessee:
- a. Lessee will be responsible for:
    - i. All items contained within Item 36 subsection 5.
    - ii. All items contained within Item 36 subsection 6.
    - iii. All items contained within Item 36 subsection 7.
    - iv. Lessee will be liable for all rent due until the natural expiration of this lease or when a new tenant is installed. Which ever comes first.

**2017-Errera residential Lease.rtf**

**Date & Lessee Initials** [REDACTED]

2. Lessee will change the utilities (electric and gas) to the lessee's name within 48 hours of signing the lease.
  - a. Since the Gas & Electric bills are leans against the property:
    - i. If balances are not kept current, a combined balance of less than \$100.00, by the end of the month, Lessor has the right to exercise Item 36 sub 5 and Item 36 sub 9 when applicable.
3. Lessee will call the Lessor immediately if there is a change of status for the property. To include damaged appliances or malfunctioning fixtures.
4. Lessee **WILL** call the Lessor immediately if mail for the Lessor arrives. Lessee will not open said mail, which would be a breach of Federal Postal laws.

6. Addendum to Item 19.

- a. Lessee will maintain the kitchen to keep the stove, oven & refrigerator clean & spill free.
- b. Lessee will maintain the kitchen to keep the counters, cabinets & floor clean & spill free.
- c. Lessee will maintain the kitchen sinks clean.
- d. Lessee will maintain the bathroom(s) counters, cabinets & floor clean & spill free.
- e. Lessee will maintain the bathroom(s) sinks & tubs clean.
- f. (When applicable) Lessee will maintain the water system.
- g. (When applicable) Lessee will maintain the septic system.

7. Addendum to Item 20.

- a. Lessee will maintain the lawn; front, back and sides, to be between 4" (the length of adult fingers) to 8" (the long length of an adult hand) or less.
- b. Where Applicable: Lessee will maintain the shrubs/bushes between fifty-four (54) to sixty six (66) inches high.
- c. Lessee will remove leaves and any trash from the lawn; front, back and sides,
- d. Lessee will keep the sidewalks clean of debris and free of ice and snow, so two adults may pass each other without one person being completely walking in snow.
- e. Lessee will keep the sidewalks clean and free of ice and snow to the edges of the sidewalks so the mail carrier or emergency workers can reach the property doors easily.
- f. Lessee will keep the lawn; front, back and sides, free of pet feces.

18. Lessee will list all vehicles they own.

- a. Total Vehicles = \_\_\_\_\_
- b. Make \_\_\_\_\_, Model \_\_\_\_\_, Color \_\_\_\_\_, Plate state/# \_\_\_\_\_
- c. Make \_\_\_\_\_, Model \_\_\_\_\_, Color \_\_\_\_\_, Plate state/# \_\_\_\_\_
- d. Make \_\_\_\_\_, Model \_\_\_\_\_, Color \_\_\_\_\_, Plate state/# \_\_\_\_\_
- e. Make \_\_\_\_\_, Model \_\_\_\_\_, Color \_\_\_\_\_, Plate state/# \_\_\_\_\_
- f. Make \_\_\_\_\_, Model \_\_\_\_\_, Color \_\_\_\_\_, Plate state/# \_\_\_\_\_
- g. Make \_\_\_\_\_, Model \_\_\_\_\_, Color \_\_\_\_\_, Plate state/# \_\_\_\_\_

19. Lessee understands the security deposit has been placed in a savings account gaining interest. Both Lessees need to initial the statements below.

**I acknowledge I have been properly and previously informed, in writing by the Lessor, of the current bank location, type of account and account balance of my security deposit.**

\_\_\_\_\_

**I acknowledge I have been properly and previously informed, in writing by the Lessor, of the current bank location, type of account and account balance of my security deposit.**

\_\_\_\_\_

**20. Lessee may choose to receive their interest every year or leave it in the account to compound the interest. Both Lessees' must make the same selection placing their initials on the either the red or blue statements.**

I want the annual interest returned to me at the expiration of the lease. \_\_\_\_\_

I want the annual interest returned to me at the expiration of the lease. \_\_\_\_\_

I want the annual interest left in the account to compound. \_\_\_\_\_

I want the annual interest left in the savings account to compound. \_\_\_\_\_



# EXHIBIT 5

**RECORDING INFORMATION SHEET**

**CUMBERLAND COUNTY CLERK'S OFFICE  
60 WEST BROAD STREET  
BRIDGETON NJ 08302**

INSTRUMENT NUMBER: <b>257404</b>	DOCUMENT TYPE: <b>DEED</b>
-------------------------------------	-------------------------------

**Official Use Only**

GLORIA NOTO, COUNTY CLERK  
CUMBERLAND COUNTY, NJ

INSTRUMENT NUMBER  
257404  
RECORDED ON  
October 26, 2006 08:22 am  
BOOK:4012 PAGE:1230

KT ✓

*Return Address (for recorded documents)*

[REDACTED]  
MILLVILLE NJ 08332-0189

No. Of Pages (excluding Summary Sheet)	3
--	---

Recording Fee (excluding Transfer Tax)	\$60.00
--	---------

Realty Transfer Tax	\$544.00
---------------------	----------

Amount Charged (Check # 2001)	\$604.00
-------------------------------	----------

Parcel Information	Block 268
	Lot 11

First Party Name	[REDACTED]
------------------	------------

Second Party Name	UNION LAKE ENTERPRISES LLC
-------------------	----------------------------

**Additional Information (Official Use Only)**

CONSIDERATION (R) \$135,681.79

MAIL COPY \_\_\_\_\_  
NO COPY \_\_\_\_\_  
ENVELOPE \_\_\_\_\_

ADDITIONAL STAMPINGS \_\_\_\_\_

\*\*\*\*\* DO NOT REMOVE THIS PAGE. \*\*\*\*\*  
COVER SHEET (DOCUMENT SUMMARY FORM) IS PART OF CUMBERLAND COUNTY FILING RECORD  
\*\*\*\*\* RETAIN THIS PAGE FOR FUTURE REFERENCE. \*\*\*\*\*

# Deed

This Deed is made on the 20<sup>th</sup> day of October in the Year of our Lord Two-Thousand Six (2006).

Between: [REDACTED]

Whose post office address is:

[REDACTED]  
Millville, NJ 08332

referred to as Grantor  
and

**Union Lake Enterprises, L.L.C.** a Limited Liability Company formed and existing by virtue of the Laws of the State of New Jersey having its main business address at:

120 N High Street  
PO Box 189  
Millville, NJ 08332-0189

referred to as Grantee

The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of One Hundred Thirty-Five Thousand Six-Hundred Eighty-One Thousand Dollars and Seventy-Nine Cents (\$135,681.79).

The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-2.1) Municipality of MILLVILLE  
Block No. 268 Lot No. 11 Account No.

Property. The property consists of the land and all the buildings and structures on the land in the CITY of MILLVILLE, County of CUMBERLAND and State of New Jersey. The legal description is:

BEGINNING at a nail set in a asphalt driveway, and being at an angle point in the Northeasterly line of Whitaker Avenue (width varies). Said point also being more particularly shown on map entitled "Plan of Survey, Land to be acquired by John R. and Patricia Haer, Block 268, Lot 11 (Tax Map Nos.), City of Millville, Cumberland County, New Jersey." Prepared by Gleissner-Noon Associates, P.C. Professional Land Surveyors and Planners, 411 North High Street, Millville, N.J. 08332; thence (1) Along the Northeasterly line of said Whitaker Avenue, South 45 degrees, 22 minutes, 00 seconds East, 119.72 feet to an iron pin set; thence: (2) Along the Northwesterly line of land of Walter Luertzing, North 22 degrees, 45 minutes 00 seconds East, 259.42 feet to an iron pin set; thence; (3) Along the southwesterly line of land of Lillian McCaw, North 58 degrees 10 minutes 00 seconds West, 112.50 feet to an iron pin set; thence (4) Along the southeasterly line of other land of Said John R. and Patricia Haer and also along the Southeasterly line of said Whitaker Avenue, South 22 degrees 45 minutes 00 seconds West, 232.56 feet to the place of Beginning.

Prepared By:  
[REDACTED]



Being the same land and premises conveyed to Ian G. S. Roberts from John R. Haer, Jr. and Margaret Malone Haer, his wife by deed dated June 9, 1999 and in the Office of the Clerk of Cumberland County Book 2367, Page 163 on June 16, 1999

"Subject to All Rights and Restrictions of Public Record including but not limited to Taxes, Utility Easements, Private Easements, Liens and/or other Recorded Restrictions."

Promises by Grantor. The Grantor promises that the Grantor has done no act to encumber the Property. This promise is called a "Covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain legal rights which affect the property (such as by making a mortgage or allowing judgment to be entered against the Grantor

This address is known as 726 Whitaker Avenue, Millville, NJ 08332

Signatures. The Grantor signs this Deed as of the date at the top of the first page.

Witnessed by:



Andrew P. Van Hook



STATE OF NEW JERSEY :  
: SS  
COUNTY OF CUMBERLAND :

I CERTIFY that on October 20, 2006, Ian G. S. Roberts, personally known to be or satisfactorily proven came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- a. is named in and personally signed this deed;
- b. signed, sealed, and delivered this Deed as his or her act and deed; and
- c. made this Deed for \$135,681.79 as the full and actual consideration paid or to be paid for the transfer.



Andrew P. Van Hook  
Notary Public of the State of New Jersey  
My Commission Expires June 2, 2010



Record and Return to:  
Four Seasons Realty, Inc.  
PO Box 189  
Millville, NJ 08332-0189



State of New Jersey  
**SELLER'S RESIDENCY CERTIFICATION/EXEMPTION**  
(C.55, P.L. 2004)

(Please Print or Type)

**SELLER(S) INFORMATION (See Instructions, Page 2)**

Name(s)

Current Resident Address:

Street: 726 WHITAKER AVENUE

City, Town, Post Office

State

Zip Code

MILLVILLE

NJ

08332

**PROPERTY INFORMATION (Brief Property Description)**

Block(s)

Lot(s)

Qualifier

268

-11

Street Address:

726 WHITAKER AVENUE

City, Town, Post Office

State

Zip Code

MILLVILLE

NJ

08332

Seller's Percentage of Ownership

Consideration

Closing Date

100%

135681.79

10/20/2006

**SELLER ASSURANCES (Check the Appropriate Box) (Boxes 2 through 8 apply to NON-residents)**

1.  I am a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to N.J.S.A. 54A:1-1 et seq. and will file a resident gross income tax return and pay any applicable taxes on any gain or income from the disposition of this property.
2.  The real property being sold or transferred is used exclusively as my principal residence within the meaning of section 121 of the federal Internal Revenue Code of 1986, 26 U.S.C. s. 121.
3.  I am a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4.  Seller, transferor or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5.  Seller is not an individual, estate or trust and as such not required to make an estimated payment pursuant to N.J.S.A.54A:1-1 et seq.
6.  The total consideration for the property is \$1,000 or less and as such, the seller is not required to make an estimated payment pursuant to N.J.S.A. 54A:5-1-1 et seq.
7.  The gain from the sale will not be recognized for Federal income tax purposes under I.R.C. Section 721, 1031, 1033 or is a cemetery plot. (CIRCLE THE APPLICABLE SECTION). If such section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale.
8.  Transfer by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this state.

**SELLER(S) DECLARATION**

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein could be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete.

10/20/06  
Date

[Redacted Signature]

(Seller) Please indicate if Power of Attorney or Attorney in Fact

Date

Signature

(Seller) Please indicate if Power of Attorney or Attorney in Fact

# EXHIBIT 6



NEW JERSEY REALTORS® STANDARD FORM OF RESIDENTIAL LEASE

©2001 NEW JERSEY REALTORS®, INC.

THIS IS A LEGALLY BINDING LEASE THAT WILL BECOME FINAL WITHIN THREE BUSINESS DAYS. DURING THIS PERIOD YOU MAY CHOOSE TO CONSULT AN ATTORNEY WHO CAN REVIEW AND CANCEL THE LEASE. SEE SECTION ON ATTORNEY REVIEW FOR DETAILS.

TABLE OF CONTENTS

Table listing 45 items including Condo/Co-op Right of Termination, Property, Term, Rent, Security Deposit, Insurance, etc.

RESIDENTIAL LEASE AGREEMENT

BETWEEN LANDLORD(S): Union Lake Enterprises, LLC

whose address is/are 211 Buck St, PO Box 189, Millville, NJ 08332-0189

AND TENANT(S): [Redacted]

whose address is/are [Redacted]

The word "Landlord" as used in this Lease means all of the landlords above listed. In all instances in which the Landlord may exercise rights or perform obligations under this Lease, it may do so through its authorized agents or representatives.

The word "Tenant" as used in this Lease means all of the tenants above listed.

1. CONDOMINIUM/CO-OPERATIVE RIGHT OF TERMINATION: (The following statement generally, as required by law, must be included in a lease for a condominium or cooperative unit) THIS BUILDING IS BEING CONVERTED TO OR IS A CONDOMINIUM OR COOPERATIVE. YOUR TENANCY CAN BE TERMINATED UPON 60 DAYS NOTICE IF YOUR APARTMENT IS SOLD TO A BUYER WHO SEEKS TO PERSONALLY OCCUPY IT. IF YOU MOVE OUT AS A RESULT OF RECEIVING SUCH A NOTICE, AND THE LANDLORD ARBITRARILY FAILS TO COMPLETE THE SALE, THE LANDLORD SHALL BE LIABLE FOR TREBLE DAMAGES AND COURT COSTS.

2. PROPERTY: The Tenant agrees to lease from the Landlord and the Landlord agrees to lease to the Tenant (the single family home) (apartment # \_\_\_\_\_) (condominium unit # \_\_\_\_\_) (townhouse unit # \_\_\_\_\_) having a street address of 726 Whitaker Ave located in Millville \_\_\_\_\_, New Jersey (referred to as the "Property").

Tenant's Initials: [Redacted]

Landlord's Initials: [Signature]



39 3. TERM: The Term of this Lease is for 23 Months (months) (years) starting on 1st  
40 August, 2018 and ending on June 30, 2020. This is referred to  
41 as the "Term". If the Landlord is unable to give possession of the Property to the Tenant on the first day of the Term, the Landlord shall  
42 not have any liability to the Tenant. However, the Tenant shall not be liable for the payment of rent until the Landlord gives possession of  
43 the Property to the Tenant. If the Landlord fails to give possession of the Property within 30 days of the start date set forth above, then  
44 the Tenant may terminate this Lease by giving notice to Landlord. If the first day of the Term is delayed, then the last day of the Term  
45 shall be adjusted accordingly, so that the Term remains for the number of months or years above stated.  
46

47 4. RENT: The rent for the Term of this Lease is \$ 33,350.00, to be paid as follows: \$ 1,450.00 per month, which is  
48 due on the 1st day of each month. Rent shall be payable to: Union Lake Enterprises, LLC, 211 Buck St, PO Box 189,  
49 Millville, NJ 08332-0189

50 (NAME AND ADDRESS)  
51 5. INITIAL DEPOSIT: Tenant has paid an initial deposit of \$ 2,175.00 received on June 22, 2018 that will  
52 be credited towards 0 the first month's rent or 2175 the Security Deposit. The balance shall be paid as fol-  
53 lows: First month's rent \$ 1,450.00 Due on August 1, 2018, Security Deposit  
54 \$ \_\_\_\_\_ Due on \_\_\_\_\_

55  
56 6. SECURITY DEPOSIT: Tenant shall pay to the Landlord the sum of \$ 2,175.00 (the "Security Deposit" which can-  
57 not exceed one and one-half months rent) to assure that the Tenant performs all of the Tenant's obligations under this Lease. If the  
58 Landlord collects any additional Security Deposit, the additional security collected annually shall not be greater than 10 percent of the  
59 current Security Deposit. Landlord shall comply with the Rent Security Deposit Act, N.J.S.A. 46:8-19 et seq. (the "Act"), unless this Lease  
60 is for owner occupied Property with not more than two rental units or is a seasonal tenancy of not more than 125 consecutive days. Any  
61 attempt to waive the requirements of the Act is prohibited and void as a matter of law.

62 The Act requires depositing the Security Deposit into a banking institution or investment company in New Jersey and notifying the Tenant in  
63 writing of the name and address of the banking institution or investment company, the type of account in which the Security Deposit is deposited  
64 or invested (for example, interest bearing or money market), the amount of the Security Deposit, and the current rate of interest for the account  
65 within 30 days of each of the following: (a) the Landlord's receipt of the Security Deposit from the Tenant; (b) the Landlord moving the deposit  
66 from one institution or fund to another (unless the move is due to a merger, in which case a notice to the Tenant must be within 30 days of receipt  
67 of notice by the Landlord of the merger if the merger occurs more than 60 days prior to the annual interest payment); or (c) the transfer or convey-  
68 ance of ownership or control of the Property. Such notice also must be provided at the time of each annual interest payment. All interest earned  
69 on the Security Deposit shall be paid to the Tenant in cash or be credited toward the payment of rent due under this Lease upon the anniversary  
70 date of this Lease, the renewal of the Term or on January 31, if the Landlord gives the Tenant written notice that interest will be paid on January  
71 31.


72 The Act also provides that, if the Landlord sells or conveys the Property during the Term of this Lease, the Landlord will transfer  
73 the Security Deposit plus the undistributed interest to the new owner. The Landlord shall notify the Tenant of the sale or conveyance, as  
74 well as the name and address of the new owner. The notice shall be given by registered or certified mail within five days after conveyance  
75 of title. After acquisition of the Property, the new owner shall be liable for investing the Security Deposit, making all interest payments,  
76 giving all notices and returning the Security Deposit as required under the Act, even if the Landlord fails to transfer the Security Deposit.

77 The Landlord shall inspect the Property after the Tenant vacates at the end of the Term. Within 30 days of the termination of this  
78 Lease, the Landlord shall return the Security Deposit plus the undistributed interest to the Tenant, less any charges expended by the Land-  
79 lord for damages to the Property resulting from the Tenant's occupancy. The interest and deductions shall be itemized in a statement by  
80 the Landlord, and shall be forwarded to the Tenant with the balance of the Security Deposit by personal delivery, or registered or certified  
81 mail. The Security Deposit may not be used by the Tenant for the payment of rent without the written consent of the Landlord.  
82

83 7. LATE PAYMENT PENALTY: If the Tenant does not pay the rent by the 5th day of the month, the Tenant shall pay  
84 a late charge of \$45.00 +5/day until the rent is received by Landlord. The late charge shall be added to the rent, and shall be considered  
85 as additional rent, which is defined in Section 8. In the event any rent check is returned unpaid due to insufficient funds, the Tenant agrees  
86 to pay the Landlord a \$ 35.00 processing charge. In such event, the Landlord reserves the right to demand that future rent  
87 payments be made in cash, bank or certified check.  
88

89 8. ADDITIONAL RENT: Landlord may perform any obligations under this Lease which are Tenant's responsibility and which  
90 Tenant fails to perform. The cost to Landlord for such performance may be charged to tenant as "additional rent" which shall be due  
91 and payable with the next installment of monthly rent. Landlord has the same rights against Tenant for failure to pay additional rent as  
92 Landlord has for Tenant's failure to pay monthly rent. This means that the Landlord may evict Tenant for failure to pay additional rent.  
93

94 9. POSSESSION AND USE: The Landlord shall give possession of the Property to the Tenant for the Term of this Lease except as  
95 otherwise provided in this Lease. The Tenant shall occupy the Property only as a private residence, and will not use the Property for any  
96 business, trade or profession. The Tenant shall not store any flammable, dangerous or hazardous materials at the Property, other than  
97 ordinary household cleaning materials. The Property shall not be allowed to be vacant for any extended period of time.  
98

Tenant's Initials: 

Landlord's Initials: 



99 **10. UTILITIES:** The Tenant shall arrange to have the utilities transferred into Tenant's name prior to occupancy, and shall be respon-  
 100 sible for paying the following utility services:  Gas  Electric  Water  Heat  Sewer  General Trash Disposal  
 101  (Other) Excess Water & Sewer, Cable, Telephone, Etc.

102 The Landlord shall provide and pay for the following utility services:  Gas  Electric  Water  Heat  Sewer  
 103  General Trash Disposal  (Other) Basic Water. The Tenant agrees  
 104 not to waste or unreasonably use any utility or appliance that is provided by the Landlord. Landlord shall not be responsible for any dam-  
 105 age or loss caused to Tenant or Tenant's property because of an interruption in utility services over which Landlord has no reasonable  
 106 means of control. Any such interruption shall not be grounds for Tenant to reduce or stop paying rent.

107  
 108 **11. NO ASSIGNMENT OR SUBLETTING:** The Tenant may not assign this Lease, sublet all or any part of the Property, or permit  
 109 any other person to use the Property without the prior written permission of the Landlord. The Landlord may withhold such permission  
 110 in Landlord's sole and absolute discretion.

111  
 112 **12. VIOLATION, EVICTION AND RE-ENTRY:** The Landlord reserves the right of re-entry. This means that if the Tenant  
 113 violates the terms of this Lease, the Landlord may terminate this Lease and regain possession of the Property. This is done by a court  
 114 proceeding known as an eviction. A complaint is served upon the Tenant and the Tenant must appear in court. The Landlord may also  
 115 evict the Tenant for any other cause which is permitted by applicable law. When the eviction proceeding is concluded, the Landlord may  
 116 regain possession of the Property.

117  
 118 **13. DAMAGES:** The Tenant is liable for all the Landlord's damages caused by the Tenant's breach of this Lease. Such damages may  
 119 include loss of rent, the cost of preparing the Property for re-renting and a brokerage commission incurred finding a new tenant as a result  
 120 of the Tenant's eviction or if the Tenant moves out prior to the end of the Term.

121  
 122 **14. QUIET ENJOYMENT:** The Tenant may occupy the Property without interference, subject to Tenant's compliance with the  
 123 Terms of this Lease.

124  
 125 **15. TENANT'S REPAIRS AND MAINTENANCE:** The Tenant shall:

- 126 (a) Pay for all repairs, replacements and damages caused by the act or neglect of the Tenant, the Tenant's family, domestic employees,  
 127 guests or visitors, which includes but is not limited to sewer and plumbing drainage problems caused by the Tenant.
- 128 (b) Keep and maintain the Property in a neat, clean, safe and sanitary condition.
- 129 (c) Cut the grass and maintain the shrubbery.
- 130 (d) Drive and park vehicles only in designated areas, if any.
- 131 (e) Take good care of the Property and all equipment, fixtures, carpeting and appliances located in it.
- 132 (f) Keep the furnace clean, and regularly change the furnace filters, if applicable.
- 133 (g) Keep nothing in the Property which is flammable, dangerous or which might increase the danger of fire or other casualty.
- 134 (h) Promptly notify the Landlord of any condition which requires repairs to be done.
- 135 (i) Use the electric, plumbing and other systems and facilities in a safe manner.
- 136 (j) Promptly remove all garbage and recyclables from the Property and place it at the curb (or other designated area) in the proper  
 137 containers in accordance with the prescribed pick-up schedule.
- 138 (k) Not engage in any activity which may cause a cancellation or an increase in the cost of the Landlord's insurance coverages.
- 139 (l) Use no more electricity than the receptacles, wiring or feeders to the Property can safely carry.
- 140 (m) Obey all instructions, written or otherwise, of the Landlord for the care and use of appliances, equipment and other personal  
 141 property.
- 142 (n) Do nothing to destroy, deface or damage any part of the Property.
- 143 (o) Promptly comply with all orders and rules of the Board of Health or any other governmental authority which are directed to the  
 144 Tenant.
- 145 (p) Do nothing which interferes with the use and enjoyment of neighboring properties.
- 146 (q) Do nothing to cause any damage to any trees or landscaping on the Property.
- 147 (r) Keep the walks and driveway free from dirt, debris, snow, ice and any hazardous objects.
- 148 (s) Comply with such rules and regulations that may be published from time to time by the Landlord.

149  
 150 **16. LANDLORD REPAIRS:** The Landlord shall make any necessary repairs and replacements to the vital facilities serving the  
 151 Property, such as the heating, plumbing and electrical systems, within a reasonable time after notice by the Tenant. The Tenant may be  
 152 liable for the cost of such repairs and replacements pursuant to Section 15. The Landlord shall not be liable for interruption of services  
 153 or inconvenience resulting from delays in making repairs or replacements if due to circumstances beyond Landlord's reasonable control.

154  
 155 **17. ACCESS TO THE PROPERTY:** The Landlord shall have access to the Property on reasonable notice to the Tenant in order to  
 156 (a) inspect the interior and exterior of the Property, (b) make necessary repairs, alterations, or improvements, (c) supply services, and (d)  
 157 show it to prospective buyers, appraisers, contractors or insurers. The Landlord may enter the Property without prior notice in the event  
 158 of an emergency or if the Tenant is not home for more than seven consecutive days. If this Lease is not renewed as per Section 27 of this

Tenant's  
 Initials: 

Landlord's  
 Initials: 

159 Lease Agreement, Landlord shall then be allowed access to the Property at any time prior to the end of the Term for showing of Property  
 160 to prospective tenants.  
 161

162 **18. NO ALTERATIONS OR INSTALLATION OF EQUIPMENT:** The Tenant may not alter or change the Property without first  
 163 obtaining Landlord's written consent. By way of example, the Tenant may not:

- 164 (a) Install any improvement such as carpeting, paneling, floor tiles, or any other improvement which is nailed or tacked down, cemented  
 165 or glued in;
- 166 (b) Install any locks or chain guards;
- 167 (c) Wallpaper, affix wall coverings or other permanent type decorations;
- 168 (d) Install or change the electrical, plumbing, heating or air cooling system.

169 When painting (whether interior or exterior), the Tenant must have the Landlord's permission regarding paint colors. All painting must  
 170 be done in a professional and workmanlike manner. The Tenant shall repair all walls and ceilings which had pictures or fixtures attached,  
 171 prior to vacating. Any and all changes, additions or improvements made without the Landlord's written consent shall be removed by the  
 172 tenant on demand by the Landlord. The Property shall be in substantially the same condition at the end of the Term as it was at the  
 173 beginning of the Term, reasonable wear and tear excepted.

174 All permitted changes, additions and improvements shall become the property of the Landlord when completed, shall be fully paid  
 175 for by the Tenant, and shall remain as part of the Property at the end of the Term of this Lease, unless the Landlord demands that the  
 176 Tenant remove them. The Tenant shall not allow any construction lien or other claim to be filed against the Property. If any such lien or  
 177 claim is filed against the Property, the Tenant shall have it promptly removed.  
 178

179 **19. INSPECTION:** If the municipality requires a continued use inspection or certificate of occupancy prior to occupancy, the Land-  
 180 lord shall be responsible for obtaining such inspections and certificates as well as making the necessary repairs.  
 181

182 **20. INSURANCE:** The Tenant shall be responsible for obtaining, at Tenant's own cost and expense, a tenant's insurance policy for  
 183 the Tenant's furniture, furnishings, clothing and other personal property. The Tenant's personal property shall not be the responsibility of  
 184 the Landlord, and will not be insured by the Landlord. The Tenant's insurance policy must also include liability coverage. Upon request,  
 185 the Tenant shall periodically furnish Landlord with evidence of Tenant's insurance policy.  
 186

187 **21. FIRE AND OTHER CASUALTY:** Immediate notice shall be given by the Tenant to Landlord of any fire or other casualty which  
 188 occurs at the Property. If the Property is uninhabitable, Tenant's obligation to pay rent shall cease until the time that the Property is re-  
 189 stored by the Landlord. If only a part of the Property is uninhabitable, then the rent shall be adjusted proportionately.

190 If only part of the Property is damaged, the Landlord shall repair the Property within a reasonable period of time. Landlord shall not  
 191 be obligated to repair or restore any improvements that Tenant has made to the Property.

192 Either party may cancel this Lease if the Property is so damaged by fire or other casualty that the property cannot be repaired within  
 193 90 days. The Landlord's determination in such regard shall be final, conclusive and binding on both parties.

194 The Lease shall end if the Property is totally destroyed. The Tenant shall pay rent to the date of destruction.

195 If the fire or other casualty is caused by the act or neglect of the Tenant, the Tenant's family, domestic employees, guests or visitors, the  
 196 Tenant shall pay for all repairs and other damages.  
 197

198 **22. LIABILITY OF LANDLORD AND TENANT:** The Landlord is not legally responsible for any loss, injury or damage to any  
 199 person or property unless such loss, injury or damage is directly caused by the Landlord's negligence. The Tenant is legally responsible  
 200 for loss, injury or damage to any person or property caused by the negligence of the Tenant, the Tenant's family members, domestic  
 201 employees, guests or visitors.  
 202

203 **23. PETS:** No dogs, cats or other pets shall be permitted on the Property without the prior written consent of the Landlord, which the  
 204 Landlord may withhold in the Landlord's sole and absolute discretion.  
 205

206 **24. NOTICES:** All notices given under this Lease must be in writing in order to be effective. Delivery of notices may not be refused.  
 207 If any notice is refused, it shall be considered to have been effectively given. Notices shall be given by (a) personal delivery, or (b) certified  
 208 mail, return receipt requested, unless applicable law requires a different means of notice. Notices to the Landlord shall be at the address  
 209 on the first page of this Lease, and to the Tenant at the Property.  
 210

211 **25. NO WAIVER:** The Landlord's failure to enforce any obligation of the Tenant contained in this Lease in any one instance shall  
 212 not prevent the Landlord from enforcing the obligation at a later time.  
 213

214 **26. SEVERABILITY:** If any term or condition of this Lease is contrary to law, the remainder of the Lease shall be unaffected and  
 215 shall continue to be binding upon the parties.  
 216

217 **27. RENEWAL OF LEASE:** The Tenant must be offered a renewal of this Lease by the Landlord, unless the Landlord has good  
 218 cause not to do so under applicable law. Reasonable changes may be included in the renewal Lease. Not less than 45 days

Tenant's  
 Initials: 

Landlord's  
 Initials: 

219 before the expiration of the Term of this Lease, the Landlord shall notify the Tenant of the proposed terms for the renewal Lease. Within  
220 15 days after the Tenant receives the Landlord's renewal notice, Tenant shall notify Landlord whether Tenant accepts or re-  
221 jects the proposed renewal Lease. If the Tenant does not notify the Landlord of Tenant's acceptance, then the Landlord's proposal shall  
222 be considered to have been rejected. If the Tenant does not accept the renewal Lease, the Tenant must vacate the Property at the end of  
223 the Term.  
224

225 **28. FURNITURE:** If the Property is leased in furnished condition, or if the Landlord leaves personal property to be used by the  
226 Tenant, the Tenant shall maintain the furniture and furnishings in good condition and repair. A list of such items shall be attached to this  
227 Lease and signed by the Landlord and the Tenant.  
228

229 **29. END OF TERM:** At the end of the Term, the Tenant shall (a) leave the Property clean, (b) remove all of the Tenant's property,  
230 (c) repair any damage including that caused by moving, (d) make arrangements for final utility readings and pay all final utility bills and  
231 (e) vacate the Property and return it with all keys to the Landlord in the same condition as it was at the beginning of the Term, except for  
232 normal wear and tear.  
233

234 **30. ASSOCIATION BYLAWS, RULES AND REGULATIONS:** If Property is subject to any Association Bylaws  
235 and Rules and Regulations, Tenant agrees to comply with such Association Bylaws and Rules and Regulations including  
236 any amendments.  
237

238 **31. BINDING:** This Lease is binding on the Landlord and the Tenant and all parties who lawfully succeed to their rights and respon-  
239 sibilities.  
240

241 **32. ENTIRE AGREEMENT:** This Lease contains the entire agreement of the Landlord and Tenant. No representations have been  
242 made by the Landlord or its real estate broker or agents except as set forth in this Lease. This Lease can only be changed in writing by an  
243 agreement signed by both the Landlord and the Tenant.  
244

245 **33. ATTORNEY REVIEW CLAUSE:**

246 **(1) Study by Attorney.**

247 The Tenant or the Landlord may choose to have an attorney study this Lease. If an attorney is consulted, the attorney must complete  
248 his or her review of the Lease within a three-day period. This Lease will be legally binding at the end of this three-day period unless an  
249 attorney for the Tenant or the Landlord reviews or disapproves of the Lease.  
250

251 **(2) Counting the Time.**

252 You count the three days from the date of delivery of the signed Lease to the Tenant and the Landlord. You do not count Saturdays,  
253 Sundays or legal holidays. The Tenant and the Landlord may agree in writing to extend the three-day period for attorney review.  
254

255 **(3) Notice of Disapproval.**

256 If an attorney for the Tenant or Landlord reviews and disapproves of this Lease, the attorney must notify the Broker(s) and the other  
257 party named in this Lease within the three-day period. Otherwise this Lease will be legally binding as written. The attorney must send the  
258 notice of disapproval to the Broker(s) by fax, email, personal delivery, or overnight mail with proof of delivery. Notice by overnight mail will  
259 be effective upon mailing. The personal delivery will be effective upon delivery to the Broker's office. The attorney may also, but need not,  
260 inform the Broker(s) of any suggested revision(s) in the Lease that would make it satisfactory.  
261

262 **34. BROKER'S COMMISSION:** The Broker's Commission is earned, due and payable upon signing of a fully executed Lease  
263 Agreement and satisfaction of the Attorney Review Period set forth in Section 33 of this Lease. The Commission shall be paid by the

264  Landlord in accord with previously executed Listing Agreement.

265  Tenant and shall be payable as follows: \_\_\_\_\_  
266 \_\_\_\_\_  
267 \_\_\_\_\_

268 **Porreca Real Estate**

269 Listing Broker

270 **2439 W Main St, Millville, NJ 08332-5212**

271 Address

**(856)327-8404**

Telephone #

272 \_\_\_\_\_  
273 \_\_\_\_\_  
274 \_\_\_\_\_  
275 Email Address

Cell Phone#

Fax#

276 \_\_\_\_\_  
277 \_\_\_\_\_  
278 Participating Broker

Commission

Tenant's  
Initials: \_\_\_\_\_

Landlord's  
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\_\_\_\_\_  
Address Telephone #

\_\_\_\_\_  
Email Address Cell Phone# Fax#

**35. LEAD-BASED PAINT DOCUMENT ACKNOWLEDGMENT: (Applies to dwellings built before 1978)**  
The Tenant acknowledges receipt of the EPA pamphlet, "Protect Your Family From Lead In Your Home". Moreover, a copy of the document entitled, "Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards" has been fully completed, signed by Tenant, Landlord and Broker(s) and is appended to and made a part of this Agreement.

**36. WINDOW GUARD NOTIFICATION:**  
THE OWNER (LANDLORD) IS REQUIRED BY LAW TO PROVIDE, INSTALL AND MAINTAIN WINDOW GUARDS IN THE APARTMENT IF A CHILD OR CHILDREN 10 YEARS OF AGE OR YOUNGER IS, OR WILL BE, LIVING IN THE APARTMENT OR IS, OR WILL BE, REGULARLY PRESENT THERE FOR A SUBSTANTIAL PERIOD OF TIME IF THE TENANT GIVES THE OWNER (LANDLORD) A WRITTEN REQUEST THAT THE WINDOW GUARDS BE INSTALLED. THE OWNER (LANDLORD) IS ALSO REQUIRED, UPON THE WRITTEN REQUEST OF THE TENANT, TO PROVIDE, INSTALL AND MAINTAIN WINDOW GUARDS IN THE HALLWAYS TO WHICH PERSONS IN THE TENANT'S UNIT HAVE ACCESS WITHOUT HAVING TO GO OUT OF THE BUILDING. IF THE BUILDING IS A CONDOMINIUM, CO-OPERATIVE OR MUTUAL HOUSING BUILDING, THE OWNER (LANDLORD) OF THE APARTMENT IS RESPONSIBLE FOR INSTALLING AND MAINTAINING WINDOW GUARDS IN THE APARTMENT AND THE ASSOCIATION IS RESPONSIBLE FOR INSTALLING AND MAINTAINING WINDOW GUARDS IN HALLWAY WINDOWS. WINDOW GUARDS ARE ONLY REQUIRED TO BE PROVIDED IN FIRST FLOOR WINDOWS WHERE THE WINDOW SILL IS MORE THAN SIX FEET ABOVE GRADE OR THERE ARE OTHER HAZARDOUS CONDITIONS THAT MAKE INSTALLATION OF WINDOW GUARDS NECESSARY TO PROTECT THE SAFETY OF CHILDREN.

**37. MEGAN'S LAW STATEMENT:**  
UNDER NEW JERSEY LAW, THE COUNTY PROSECUTOR DETERMINES WHETHER AND HOW TO PROVIDE NOTICE OF THE PRESENCE OF CONVICTED SEX OFFENDERS IN AN AREA. IN THEIR PROFESSIONAL CAPACITY, REAL ESTATE LICENSEES ARE NOT ENTITLED TO NOTIFICATION BY THE COUNTY PROSECUTOR UNDER MEGAN'S LAW AND ARE UNABLE TO OBTAIN SUCH INFORMATION FOR YOU. UPON CLOSING, THE COUNTY PROSECUTOR MAY BE CONTACTED FOR SUCH FURTHER INFORMATION AS MAY BE DISCLOSABLE TO YOU.

**38. CONSUMER INFORMATION STATEMENT ACKNOWLEDGMENT:** By signing below, the Landlord and Tenant acknowledge they received the Consumer Information Statement on New Jersey Real Estate Relationships from the brokerage firms involved in this transaction prior to the first showing of the Property.

**39. DECLARATION OF LICENSEE BUSINESS RELATIONSHIP(S):**  
A. Porreca Real Estate, (name of firm)  
AND William S. Opperman (name(s) of licensee(s))  
AS ITS AUTHORIZED REPRESENTATIVE(S) ARE WORKING IN THIS TRANSACTION AS (choose one)  
 LANDLORD'S AGENTS  TENANT'S AGENTS  DISCLOSED DUAL AGENTS  TRANSACTION BROKERS.  
B. INFORMATION SUPPLIED BY \_\_\_\_\_ (name of other firm)  
HAS INDICATED THAT IT IS OPERATING IN THIS TRANSACTION AS A (choose one)  
 LANDLORD'S AGENT ONLY  TENANT'S AGENT ONLY  DISCLOSED DUAL AGENT  TRANSACTION BROKER.

**40. ACKNOWLEDGMENT OF TRUTH IN RENTING STATEMENT:** (Applies to all Tenants with a rental term of at least one month living in residences with more than two dwelling units or more than three if the Landlord occupies one.) By signing below, Tenant acknowledges receipt of the booklet, "Truth In Renting - A guide to the rights and responsibilities of residential tenants and landlords in New Jersey".

**41. SMOKE DETECTORS, CARBON MONOXIDE ALARM AND PORTABLE FIRE EXTINGUISHER COMPLIANCE:**  
The Certificate of smoke detectors, carbon monoxide alarm and portable fire extinguisher compliance (CSDCMAPFEC), as required by law, shall be the responsibility of the Landlord. If such alarms are battery operated, the Tenant shall be responsible for their maintenance.

**42. PRIVATE WELL TESTING:** (This section is applicable if the Property's potable water supply is provided by a private well for which testing of the water is not required by any State law other than the Private Well Testing Act (the "Act" - N.J.S.A. 58:12A-26 to 37). By March 14, 2004, and at least once every five years thereafter, the Landlord is required to test the potable water supply for the Property in accordance with the Act. Within thirty (30) days after receiving the test results, the Landlord shall

New Jersey Realtors® Form-125-4/17 Page 6 of 8  
Tenant's Initials: \_\_\_\_\_  
Landlord's Initials: \_\_\_\_\_  
Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.ziplogix.com 726 Whitaker Ave

339 provide a written copy thereof to the Tenant. Also, the Landlord is required to provide a written copy of the most recent test results to  
340 any new tenant at the Property. If the Property is for "seasonal use or rental," the Landlord shall either post the tests results in a readily  
341 visible location inside of the Property or provide a written copy thereof to the tenant. A "seasonal use or rental" means use or rental for  
342 a term of not more than 125 consecutive days for residential purposes by a person having a permanent place of residence elsewhere. By  
343 signing below, Tenant acknowledges receipt of a written copy of the test results, or in the case of a seasonal rental, if it has not received  
344 the test results, acknowledges the posting thereof inside of the Property in accordance with the Act.  
345

346 **43. SECURITY CAMERAS:**

347 If there are any security cameras on the Property, including but not limited to what often are called "nanny cams" or other video or  
348 audio taping equipment, the Landlord represents that the security cameras will be disabled and not functioning during the Term of this  
349 Lease unless only the Tenant has the use of the security cameras and neither the Landlord nor any other party has access to or the use of  
350 it. The Landlord acknowledges that any use or access to the security system by the Landlord or any other party during the tenancy may  
351 constitute an invasion of privacy of the Tenant and subject the Landlord to civil damages and criminal charges. Specifically excluded from this  
352 Section are such security cameras in multi-family housing that are in common areas, such as common hallways, the exterior of the building(s),  
353 entrance ways to the building(s), common laundry rooms, or common parking lots or garages.  
354

355 **44. MEGAN'S LAW REGISTRY:** Tenant is notified that New Jersey law establishes an Internet Registry of Sex Offenders that may  
356 be accessed at [www.njsp.org](http://www.njsp.org).  
357

358 **45. OTHER LEASE PROVISIONS, IF ANY:**

359 **Managing Member of the landlord LLC is a licensed real estate broker.**

360  
361 **Tenant shall be responsible for the maintenance of the lawn and shrubbery. Tenant shall also be responsible for small ordinary**  
362 **maintenance while the landlord will be responsible for major repairs.**  
363

364 **Landlord recommends that the tenant maintains renter/tenant insurance for the protection of tenants' contents.**  
365

366 **Tenant agrees that if carpet replacement is necessary as a result of the tenant or tenant's animals, the cost of same shall not pro-rated**  
367 **and shall not be considered ordinary wear and tear.**  
368

369 **Tenant acknowledges receipt of the booklet entitled "Truth in Renting" as published by NJ DCA.**  
370

371 **Tenant acknowledges receipt of the booklet entitled "Protect your Family from Lead in Your Home" as published by the United**  
372 **States Environmental Protection Agency.**  
373

374 **If any pets are permitted by landlord, they man not be on the landlord's insurance carrier's list of aggressive pets that would result in**  
375 **cancellation of landlord's insurance policy. Tenant shall be responsible for any damage caused by said pet(s). Landlord grants**  
376 **permission for the tenant to have one small "Maltipoo" dog.**  
377

378 **Landlord will hold tenants' security deposit in an interest-bearing account at OceanFirst Bank, N.A. unless landlord notifies tenant**  
379 **otherwise. Tenant agrees that it is the tenant's responsible to inquire as to the balance and that interest may be withdrawn only by**  
380 **written notice by January 1 of each year.**  
381

382 **Pro-rated first month rent. The property is projected to be available on or about July 4, 2018 pending the replacement of carpet.**  
383 **Once the property is available and the tenant has been notified, the rental term will commence early and continue for the term in**  
384 **addition to the time that is available early in July of 2018. At such time, the tenant shall pay rent based on the pro-rated amount of**  
385 **\$46.77 per day commencing on the date after the property is available. For example. If the unit is ready on July 3, 2018, the tenant**  
386 **will pay \$1,309.56 on July 4, 2018 and gain possession for the remainder of the month.**  
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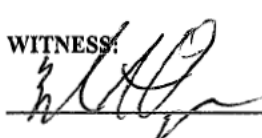

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45. Continued, OTHER LEASE PROVISIONS, IF ANY:

WITNESS:

 \_\_\_\_\_  
 \_\_\_\_\_  
Landlord Union Lake Enterprises, LLC \_\_\_\_\_  
Date 6/26/18

by: Andrew P. Von Hook, Managing Member  
Landlord \_\_\_\_\_  
Date \_\_\_\_\_

Landlord \_\_\_\_\_  
Date \_\_\_\_\_

 \_\_\_\_\_  
Date 6/26/18  
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Tenant \_\_\_\_\_  
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Tenant's  
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ADDENDUM
DISCLOSURE OF INFORMATION AND ACKNOWLEDGMENT ABOUT
LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS
LEASES

I. LEAD PAINT WARNING

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

II. PROPERTY ADDRESS: 726 Whitaker Ave
Millville, NJ 08332

III. LESSOR'S DISCLOSURE (initial) (To be completed and signed at time of listing)

- (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):
[ ] Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):
[X] Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
(b) Records and Reports available to the lessor (check one below):
[X] Lessor has no reports or records pertaining to lead-based paint and/or lead-based hazards in the housing.
[ ] Lessor has the following reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing, all of which lessor has provided to its listing agent, and has directed its listing agent to provide lessee or lessee's agent with these records and reports prior to lessor accepting any offer to lease (list documents below):

(c) If there is any change in the above information prior to lessor accepting an agreement from the lessee to lease, lessor will disclose all changes to the lessee prior to accepting the lease.

IV. LESSOR'S CERTIFICATION OF ACCURACY

Lessor(s) have reviewed the Lessor's Disclosure in Section III and certify, to the best of his/her/their knowledge, that the information they have provided is true and accurate.

Lessor [Signature] Date 6/11/18 Lessor \_\_\_\_\_ Date \_\_\_\_\_
Union Lake Enterprises, LLC
Lessor by Andrew P. Van Hook Date \_\_\_\_\_ Lessor \_\_\_\_\_ Date \_\_\_\_\_
Managing Member

V. LISTING AGENT'S CERTIFICATION OF ACCURACY

Listing Agent certifies that he/she has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Listing Agent [Signature] Date 6/11/18

VI. LESSEE'S ACKNOWLEDGMENT (initial) (The Lessor's Disclosure in Section III and Certification in Section IV and the Listing Agent's Certification in Section V to be completed and signed prior to lessee signing this Addendum.)

- a) Lessee has received copies of all information listed in Section III above.
b) Lessee has received the pamphlet Protect Your Family From Lead in Your Home.





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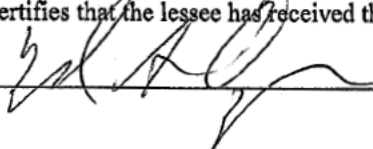
**VII. LESSEE'S CERTIFICATION OF ACCURACY**

Lessee(s) have reviewed the Lessee's Acknowledgment in Section VI and certify, to the best of his/her/their knowledge, that the information they have provided is true and accurate.

Lessee [REDACTED] Date 6/26/18 Lessee \_\_\_\_\_ Date \_\_\_\_\_  
Lessee \_\_\_\_\_ Date \_\_\_\_\_ Lessee \_\_\_\_\_ Date \_\_\_\_\_

**VIII. LEASING/LESSEE'S AGENT'S CERTIFICATION OF ACCURACY**

Leasing/Lessee's Agent certifies that the lessee has received the information in section VI (a) and (b).

Leasing/Lessee's Agent  Date 6/26/18

# EXHIBIT 7

THIS IS A LEGALLY BONDING CONTRACT THAT WILL BECOME FINAL WITHIN THREE BUSINESS DAYS. DURING THIS PERIOD, YOU MAY CHOOSE TO CONSULT AN ATTORNEY WHO CAN REVIEW AND CANCEL THIS CONTRACT. SEE SECTION ON ATTORNEY REVIEW IN ORIGINAL LEASE FOR DETAILS.

## ADDENDUM TO LEASE AGREEMENT


WHEREAS, landlord Union Lake Enterprises, LLC and tenant Allison D. Tarlton entered into a residential lease dated June 26, 2018 for the property at 726 Whitaker Ave, Millville, NJ 08332, and

WHEREAS, the parties wish to extend the lease as follows:

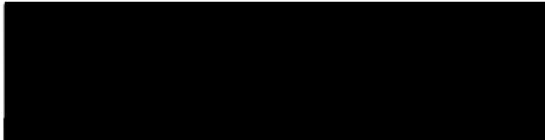
- The term of the lease shall continue for an additional twelve (12) months until June 30, 2021
- The rent for the additional term shall be \$17,400 payable at the rate of \$1,450 per month due on the first of each month.

In all other respects, the original lease is ratified.

UNION LAKE ENTERPRISES, LLC, landlord



By: Andrew P. Van Hook, managing member



6/22/2020

Date

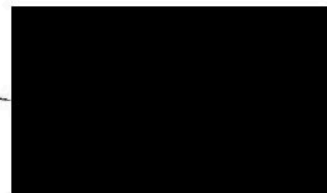
6/16/20

Date

# EXHIBIT 8



I will allow my landlord Chuck Kravitz to take my \$500 security deposit as a payment for my \$1000 back rent issue for the month of April and May. I will be paying the other half of the \$500 with a money order.



# EXHIBIT 9

Exp. No.	Experiment/Subject	Date	
Name	Lab Partner	Locker/ Desk No.	Course & Section No.

I [redacted] give  
 permission to my landlord  
 Chuck Kravitz of 611 Heston Rd,  
 Glassboro NJ, to keep my  
 security deposit of \$500.

X [redacted]

Signature	Date	Witness/TA	Date
-----------	------	------------	------

# **EXHIBIT 10**



Exp. No.	Experiment/Subject	Date	
Name	Lab Partner	Locker/ Desk No.	Course & Section No.

I [redacted] give permission to my landlord of 611 Heston Rd, (Mark Kravitz) Glassboro NJ, to keep my security deposit of \$500.

X [redacted]

Signature	Date	Witness/TA	Date
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# **EXHIBIT 11**

# Statement

Two Bears Property Management  
 P. O. Box 862  
 Vineland, NJ 08361

Date
6/20/2020

To:

[REDACTED]

728 South 6th Street, Unit A  
 Vineland, NJ 08360

		Amount Due	Amount Enc.		
		\$6,799.50			
Date	Transaction	Amount	Balance		
12/31/2006	Balance forward		0.00		
11/01/2008	INV #95.	850.00	850.00		
11/01/2008	PMT Payment from State of NJ	-344.00	506.00		
11/01/2008	PMT Tenant Payment	-456.00	50.00		
11/01/2008	PMT jj	-50.00	0.00		
12/01/2008	INV #96.	850.00	850.00		
12/01/2008	PMT Tenant Payment	-465.00	385.00		
12/01/2008	PMT Payment from State of NJ	-385.00	0.00		
01/01/2009	INV #288.	850.00	850.00		
01/01/2009	PMT State Payment	-385.00	465.00		
01/01/2009	PMT Tenant Payment	-465.00	0.00		
02/01/2009	INV #289.	850.00	850.00		
02/01/2009	PMT State Payment	-385.00	465.00		
02/01/2009	PMT Tenant Payment	-465.00	0.00		
03/01/2009	INV #290.	850.00	850.00		
03/01/2009	PMT State Payment	-385.00	465.00		
03/01/2009	PMT Tenant Payment	-465.00	0.00		
04/01/2009	INV #291.	850.00	850.00		
04/01/2009	PMT State Payment	-385.00	465.00		
04/01/2009	PMT Tenant Payment	-465.00	0.00		
05/01/2009	INV #292.	850.00	850.00		
05/01/2009	PMT State Payment	-385.00	465.00		
05/01/2009	PMT Tenant Payment	-465.00	0.00		
06/01/2009	INV #293.	850.00	850.00		
06/01/2009	PMT State Payment	-385.00	465.00		
06/01/2009	PMT Tenant Payment	-465.00	0.00		
07/01/2009	INV #294.	850.00	850.00		
07/01/2009	PMT State Payment	-385.00	465.00		
07/01/2009	PMT Tenant Payment	-465.00	0.00		
08/01/2009	INV #128.	850.00	850.00		
08/01/2009	PMT	-50.00	800.00		
08/01/2009	PMT State Check	-335.00	465.00		
08/01/2009	PMT jj	-465.00	0.00		
09/01/2009	INV #295.	850.00	850.00		
		850.00	850.00		
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
0.00	820.00	820.00	820.00	4,339.50	\$6,799.50

# Statement

Two Bears Property Management  
 P. O. Box 862  
 Vineland, NJ 08361

Date
6/20/2020

To:
██████████
728 South 6th Street, Unit A Vineland, NJ 08360

		Amount Due	Amount Enc.		
		\$6,799.50			
Date	Transaction	Amount	Balance		
09/01/2009	PMT State Payment	-385.00	465.00		
09/01/2009	PMT Tenant Payment	-465.00	0.00		
10/01/2009	INV #296.	850.00	850.00		
10/01/2009	PMT State Payment	-385.00	465.00		
10/01/2009	PMT Tenant Payment	-465.00	0.00		
11/01/2009	INV #297.	850.00	850.00		
11/01/2009	PMT State Payment	-385.00	465.00		
11/01/2009	PMT Tenant Payment	-465.00	0.00		
12/01/2009	INV #161.	800.00	800.00		
12/01/2009	PMT Section 8	-348.00	452.00		
12/01/2009	PMT	-452.00	0.00		
01/01/2010	INV #298.	800.00	800.00		
01/01/2010	PMT State Payment	-348.00	452.00		
01/01/2010	PMT Tenant Payment	-452.00	0.00		
02/01/2010	INV #299.	800.00	800.00		
02/01/2010	PMT State Payment	-348.00	452.00		
02/01/2010	PMT Tenant Payment	-452.00	0.00		
03/01/2010	INV #300.	800.00	800.00		
03/01/2010	PMT State Payment	-348.00	452.00		
03/01/2010	PMT Tenant Payment	-452.00	0.00		
04/01/2010	INV #184.	800.00	800.00		
04/07/2010	PMT 210095505	-328.00	472.00		
04/07/2010	PMT Section 8 Payment	-596.00	-124.00		
05/01/2010	INV #202.	1,300.00	1,176.00		
05/01/2010	PMT Section 8 Payment	-472.00	704.00		
05/07/2010	PMT 210102028	-150.00	554.00		
05/15/2010	PMT	-50.00	504.00		
06/01/2010	INV #199.	802.00	1,306.00		
06/01/2010	PMT B1202134713 - Section 8 Payment	-472.00	834.00		
07/01/2010	INV #209.	802.00	1,636.00		
07/01/2010	PMT Section 8 - ELK075 #1202223208	-472.00	1,164.00		
08/01/2010	INV #225.	802.50	1,966.50		
08/01/2010	PMT Section 8 Payment	-472.00	1,494.50		
08/06/2010	PMT 210116199	-338.00	1,156.50		
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
0.00	820.00	820.00	820.00	4,339.50	\$6,799.50

Two Bears Property Management  
 P. O. Box 862  
 Vineland, NJ 08361

# Statement

Date
6/20/2020

To:
██████████
728 South 6th Street, Unit A Vineland, NJ 08360

		Amount Due	Amount Enc.		
		\$6,799.50			
Date	Transaction	Amount	Balance		
09/01/2010	INV #232.				
09/28/2010	PMT B1202460386	802.00	1,958.50		
10/01/2010	INV #239.	-472.00	1,486.50		
10/01/2010	PMT Section 8 Payment	802.00	2,288.50		
11/01/2010	INV #245.	-472.00	1,816.50		
11/24/2010	PMT Section 8 - 1202633412	802.00	2,618.50		
12/01/2010	INV #252.	-425.00	2,193.50		
12/09/2010	PMT 210135463	802.50	2,996.00		
12/28/2010	PMT 1202720339 - Section 8 Payment	-375.00	2,621.00		
01/01/2011	INV #261.	-425.00	2,196.00		
01/01/2011	PMT Section 8 Payment	802.00	2,998.00		
01/29/2011	PMT 14-209908364	-425.00	2,573.00		
02/01/2011	INV #268.	-500.00	2,073.00		
02/01/2011	PMT State Payment	802.50	2,875.50		
02/11/2011	PMT # 210145327	-425.00	2,450.50		
03/01/2011	INV #275.	-500.00	1,950.50		
03/01/2011	PMT State Payment	800.00	2,750.50		
03/20/2011	PMT 210150781	-425.00	2,325.50		
03/29/2011	PMT B 1202966407	-62.00	2,263.50		
04/01/2011	INV #284.	-1,364.00	899.50		
04/01/2011	PMT 210152960	800.00	1,699.50		
04/01/2011	PMT Section 8 Payment	-62.00	1,637.50		
05/01/2011	INV #305.	-738.00	899.50		
05/01/2011	PMT #210157756	800.00	1,699.50		
05/01/2011	PMT B1302054025 - Section 8	-62.00	1,637.50		
06/01/2011	INV #313.	-738.00	899.50		
06/01/2011	PMT Section 8 Payment	800.00	1,699.50		
06/10/2011	PMT 210164869	-738.00	961.50		
07/01/2011	PMT B1302234655	-62.00	899.50		
07/01/2011	INV #321.	-738.00	161.50		
07/09/2011	PMT 210169276	800.00	961.50		
08/01/2011	INV #329.	-62.00	899.50		
08/01/2011	PMT Section 8 Payment	800.00	1,699.50		
08/15/2011	PMT #210174580	-738.00	961.50		
		-60.00	901.50		
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
0.00	820.00	820.00	820.00	4,339.50	\$6,799.50

# Statement

Two Bears Property Management  
 P. O. Box 862  
 Vineland, NJ 08361

Date
6/20/2020

To:
██████████
728 South 6th Street, Unit A Vineland, NJ 08360

		Amount Due	Amount Enc.		
		\$6,799.50			
Date	Transaction	Amount	Balance		
09/01/2011	INV #337.	800.00	1,701.50		
09/01/2011	PMT #B1302400731 Section 8 Payment	-738.00	963.50		
09/03/2011	PMT #210177648	-62.00	901.50		
10/01/2011	INV #345.	800.00	1,701.50		
10/01/2011	PMT Section 8 Payment	-738.00	963.50		
10/13/2011	PMT	-62.00	901.50		
11/01/2011	INV #354.	800.00	1,701.50		
11/01/2011	PMT #B1302569560. Section 8 Payment	-738.00	963.50		
11/12/2011	PMT #210188754.	-62.00	901.50		
12/01/2011	INV #362.	800.00	1,701.50		
12/01/2011	PMT #B1302657024. Section 8 Payment	-396.00	1,305.50		
01/01/2012	INV #370.	800.00	2,105.50		
01/01/2012	PMT #B1302744881.	-436.00	1,669.50		
02/01/2012	INV #378.	800.00	2,469.50		
02/01/2012	PMT #B1302822606.	-416.00	2,053.50		
02/07/2012	PMT #210201992.	-800.00	1,253.50		
02/26/2012	PMT #14-456759783.	-400.00	853.50		
03/01/2012	INV #386.	800.00	1,653.50		
03/01/2012	PMT #b1302916990.	-416.00	1,237.50		
04/01/2012	INV #394.	800.00	2,037.50		
04/01/2012	PMT #B1402001481. Section 8 payment	-416.00	1,621.50		
04/06/2012	PMT #14-456596181. western union	-384.00	1,237.50		
04/29/2012	PMT #14-456596283.	-25.00	1,212.50		
05/01/2012	INV #402.	800.00	2,012.50		
05/06/2012	PMT #B1402092762.	-416.00	1,596.50		
05/06/2012	PMT #210216204.	-384.00	1,212.50		
05/12/2012	PMT #210218543.	-25.00	1,187.50		
06/01/2012	INV #410.	800.00	1,987.50		
06/01/2012	PMT #B1402179014. section 8 payment	-416.00	1,571.50		
07/01/2012	PMT #B1402260856. Section 8 payment	-416.00	1,155.50		
07/01/2012	INV #418.	800.00	1,955.50		
07/28/2012	PMT #14-548449348. Postmark mailed 24 July 2012	-69.00	1,886.50		
08/01/2012	INV #426.	800.00	2,686.50		
08/01/2012	PMT #B1402339145.	-1,046.00	1,640.50		
<b>CURRENT</b>	<b>1-30 DAYS PAST DUE</b>	<b>31-60 DAYS PAST DUE</b>	<b>61-90 DAYS PAST DUE</b>	<b>OVER 90 DAYS PAST DUE</b>	<b>Amount Due</b>
0.00	820.00	820.00	820.00	4,339.50	\$6,799.50

# Statement

Two Bears Property Management  
 P. O. Box 862  
 Vineland, NJ 08361

Date
6/20/2020

To:

728 South 6th Street, Unit A  
 Vineland, NJ 08360

		Amount Due	Amount Enc.		
		\$6,799.50			
Date	Transaction	Amount	Balance		
08/01/2012	PMT #210231031.	-69.00	1,571.50		
09/01/2012	PMT #B1402426493. Section 8 Payment	-731.00	840.50		
09/01/2012	INV #434.	800.00	1,640.50		
09/26/2012	PMT #14-567613641. western union	-69.00	1,571.50		
10/01/2012	INV #442.	800.00	2,371.50		
10/01/2012	PMT #B 1402510563.	-731.00	1,640.50		
10/12/2012	PMT #14-567613706.	-69.00	1,571.50		
11/01/2012	INV #450.	800.00	2,371.50		
11/01/2012	PMT #B 1402601367.	-495.00	1,876.50		
11/02/2012	PMT #14-567613795.	-305.00	1,571.50		
12/01/2012	INV #457.	800.00	2,371.50		
12/01/2012	PMT #B1402677721.	-513.00	1,858.50		
12/04/2012	PMT #14-607239926. post mark 12/4/2012	-287.00	1,571.50		
01/01/2013	INV #464.	800.00	2,371.50		
01/01/2013	PMT #B1402759606. Section 8	-513.00	1,858.50		
01/01/2013	PMT #14-567810161. Received 12/30/2012	-287.00	1,571.50		
02/01/2013	INV #471.	800.00	2,371.50		
02/01/2013	PMT #B1402845518. Section 8	-513.00	1,858.50		
02/05/2013	PMT #14-628170146.	-287.00	1,571.50		
03/01/2013	INV #478.	800.00	2,371.50		
03/01/2013	PMT #B1402929243. Section 8 Payment	-513.00	1,858.50		
03/01/2013	PMT #14-669154430.	-287.00	1,571.50		
04/01/2013	INV #485.	800.00	2,371.50		
04/01/2013	PMT #B1502020057.	-513.00	1,858.50		
04/05/2013	PMT #14-691319319.	-287.00	1,571.50		
05/01/2013	INV #494.	800.00	2,371.50		
05/01/2013	PMT #B1502112892. Section 8 Payment	-513.00	1,858.50		
05/04/2013	PMT #14-704667831.	-287.00	1,571.50		
06/01/2013	INV #502.	800.00	2,371.50		
06/01/2013	PMT #B1502194357. Section 8 Payment	-513.00	1,858.50		
06/04/2013	PMT #14-718828988. post mark 4 June 2013	-287.00	1,571.50		
07/01/2013	INV #510.	800.00	2,371.50		
07/01/2013	PMT #B 1502274370. Section 8 Payment	-513.00	1,858.50		
07/05/2013	PMT #14-691494224. Post mark 5 july	-287.00	1,571.50		
<b>CURRENT</b>	<b>1-30 DAYS PAST DUE</b>	<b>31-60 DAYS PAST DUE</b>	<b>61-90 DAYS PAST DUE</b>	<b>OVER 90 DAYS PAST DUE</b>	<b>Amount Due</b>
0.00	820.00	820.00	820.00	4,339.50	\$6,799.50

# Statement

Two Bears Property Management  
 P. O. Box 862  
 Vineland, NJ 08361

Date
6/20/2020

To:
[REDACTED]
728 South 6th Street, Unit A Vineland, NJ 08360


		Amount Due	Amount Enc.		
		\$6,799.50			
Date	Transaction	Amount	Balance		
08/01/2013	INV #518.				
08/01/2013	PMT #B1502361387. Section 8 Payment	800.00	2,371.50		
08/03/2013	PMT #14-704667228.	-513.00	1,858.50		
09/01/2013	INV #526.	-287.00	1,571.50		
09/01/2013	PMT #B1502432385. Section 8 Payment	800.00	2,371.50		
09/04/2013	PMT #14-742030427.	-513.00	1,858.50		
10/01/2013	INV #534.	-287.00	1,571.50		
10/01/2013	PMT #B1502527808. Section 8 Payment	800.00	2,371.50		
10/04/2013	PMT #14-741887045.	-513.00	1,858.50		
11/01/2013	INV #542.	-287.00	1,571.50		
11/01/2013	PMT #B1502603743. Section 8 Payment	800.00	2,371.50		
11/04/2013	PMT #14-742018436.	-513.00	1,858.50		
12/01/2013	INV #545.	-287.00	1,571.50		
12/01/2013	PMT #B1502696535. Section 8 (short -168)	865.00	2,436.50		
12/03/2013	PMT	-370.00	2,066.50		
01/01/2014	INV #553.	-287.00	1,779.50		
01/04/2014	PMT #14-833589625.	800.00	2,579.50		
02/01/2014	INV #561.	-217.00	2,362.50		
02/06/2014	PMT	800.00	3,162.50		
03/01/2014	INV #569.	-585.00	2,577.50		
03/08/2014	PMT #14-786713150.	800.00	3,377.50		
03/08/2014	PMT #14-786713149.	-300.00	3,077.50		
03/29/2014	PMT #14-839540873.	-500.00	2,577.50		
03/29/2014	PMT #14-839540875.	-500.00	2,077.50		
04/01/2014	INV #577.	-300.00	1,777.50		
05/01/2014	INV #585.	800.00	2,577.50		
05/06/2014	PMT	818.00	3,395.50		
06/01/2014	INV #593.	-800.00	2,595.50		
06/02/2014	PMT	818.00	3,413.50		
06/06/2014	PMT	-800.00	2,613.50		
07/01/2014	INV #601.	-800.00	1,813.50		
07/07/2014	PMT	818.00	2,631.50		
08/01/2014	INV #609.	-800.00	1,831.50		
08/05/2014	PMT	818.00	2,649.50		
		-500.00	2,149.50		
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
0.00	820.00	820.00	820.00	4,339.50	\$6,799.50



# Statement

Two Bears Property Management  
 P. O. Box 862  
 Vineland, NJ 08361

Date
6/20/2020

To:

728 South 6th Street, Unit A Vineland, NJ 08360

		Amount Due	Amount Enc.		
		\$6,799.50			
Date	Transaction	Amount	Balance		
08/18/2014	PMT	-300.00	1,849.50		
09/01/2014	INV #618.	818.00	2,667.50		
09/20/2014	PMT	-650.00	2,017.50		
10/01/2014	INV #626.	818.00	2,835.50		
10/11/2014	PMT Margarita collected	-800.00	2,035.50		
11/01/2014	INV #634.	818.00	2,853.50		
11/22/2014	PMT	-800.00	2,053.50		
12/01/2014	INV #642.	818.00	2,871.50		
12/12/2014	PMT	-780.00	2,091.50		
01/01/2015	INV #649.	818.00	2,909.50		
01/18/2015	PMT Pickup by MJ	-800.00	2,109.50		
02/01/2015	INV #656.	818.00	2,927.50		
02/23/2015	PMT	-500.00	2,427.50		
03/01/2015	INV #663.	818.00	3,245.50		
03/07/2015	PMT	-800.00	2,445.50		
03/07/2015	PMT	-520.00	1,925.50		
04/01/2015	INV #670.	818.00	2,743.50		
04/04/2015	PMT	-800.00	1,943.50		
05/01/2015	INV #677.	818.00	2,761.50		
05/18/2015	PMT	-800.00	1,961.50		
06/01/2015	INV #684.	818.00	2,779.50		
06/14/2015	PMT	-600.00	2,179.50		
06/27/2015	PMT	-200.00	1,979.50		
07/01/2015	INV #691.	818.00	2,797.50		
07/06/2015	PMT	-500.00	2,297.50		
07/20/2015	PMT	-200.00	2,097.50		
07/26/2015	PMT	-100.00	1,997.50		
08/01/2015	INV #698.	818.00	2,815.50		
08/17/2015	PMT	-500.00	2,315.50		
08/29/2015	PMT	-300.00	2,015.50		
09/01/2015	INV #706.	818.00	2,833.50		
09/14/2015	PMT	-500.00	2,333.50		
10/01/2015	INV #714.	818.00	3,151.50		
10/04/2015	PMT	-1,100.00	2,051.50		
<b>CURRENT</b>	<b>1-30 DAYS PAST DUE</b>	<b>31-60 DAYS PAST DUE</b>	<b>61-90 DAYS PAST DUE</b>	<b>OVER 90 DAYS PAST DUE</b>	<b>Amount Due</b>
0.00	820.00	820.00	820.00	4,339.50	\$6,799.50

# Statement

Two Bears Property Management  
 P. O. Box 862  
 Vineland, NJ 08361

Date
6/20/2020

To:
[REDACTED]
728 South 6th Street, Unit A Vineland, NJ 08360

		Amount Due	Amount Enc.		
		\$6,799.50			
Date	Transaction	Amount	Balance		
11/01/2015	INV #722.	818.00	2,869.50		
11/04/2015	PMT	-820.00	2,049.50		
12/01/2015	INV #730.	818.00	2,867.50		
12/07/2015	PMT	-700.00	2,167.50		
12/19/2015	PMT	-100.00	2,067.50		
01/01/2016	INV #738.	818.00	2,885.50		
01/10/2016	PMT	-840.00	2,045.50		
02/01/2016	INV #746.	818.00	2,863.50		
02/07/2016	PMT	-820.00	2,043.50		
03/01/2016	INV #754.	818.00	2,861.50		
03/05/2016	PMT	-860.00	2,001.50		
04/01/2016	INV #762.	818.00	2,819.50		
04/02/2016	PMT	-850.00	1,969.50		
05/01/2016	INV #770.	818.00	2,787.50		
05/07/2016	PMT CASH RECEIPT = 42494	-850.00	1,937.50		
06/01/2016	INV #778.	818.00	2,755.50		
06/09/2016	PMT	-850.00	1,905.50		
07/01/2016	INV #786.	818.00	2,723.50		
07/04/2016	PMT	-850.00	1,873.50		
08/01/2016	INV #794.	818.00	2,691.50		
08/06/2016	PMT	-850.00	1,841.50		
09/01/2016	INV #802.	818.00	2,659.50		
09/07/2016	PMT	-850.00	1,809.50		
10/01/2016	INV #810.	818.00	2,627.50		
10/09/2016	PMT	-400.00	2,227.50		
10/16/2016	PMT	-400.00	1,827.50		
11/01/2016	INV #816.	818.00	2,645.50		
11/12/2016	PMT	-700.00	1,945.50		
11/22/2016	PMT	-150.00	1,795.50		
12/01/2016	INV #823.	818.00	2,613.50		
12/04/2016	PMT	-850.00	1,763.50		
01/01/2017	INV #830.	818.00	2,581.50		
01/06/2017	PMT	-850.00	1,731.50		
02/01/2017	INV #837.	818.00	2,549.50		
<b>CURRENT</b>	<b>1-30 DAYS PAST DUE</b>	<b>31-60 DAYS PAST DUE</b>	<b>61-90 DAYS PAST DUE</b>	<b>OVER 90 DAYS PAST DUE</b>	<b>Amount Due</b>
0.00	820.00	820.00	820.00	4,339.50	\$6,799.50

# Statement

Two Bears Property Management  
 P. O. Box 862  
 Vineland, NJ 08361

Date
6/20/2020

To:

728 South 6th Street, Unit A  
 Vineland, NJ 08360

		Amount Due	Amount Enc.		
		\$6,799.50			
Date	Transaction	Amount	Balance		
02/06/2017	PMT	-750.00	1,799.50		
02/28/2017	PMT	-100.00	1,699.50		
03/01/2017	INV #844.	818.00	2,517.50		
03/04/2017	PMT	-850.00	1,667.50		
04/01/2017	INV #851.	818.00	2,485.50		
04/03/2017	PMT	-850.00	1,635.50		
05/01/2017	INV #858.	818.00	2,453.50		
05/05/2017	PMT	-850.00	1,603.50		
06/01/2017	INV #865.	818.00	2,421.50		
06/09/2017	PMT	-800.00	1,621.50		
07/01/2017	INV #872.	818.00	2,439.50		
07/05/2017	PMT	-800.00	1,639.50		
08/01/2017	INV #879.	818.00	2,457.50		
08/04/2017	PMT	-800.00	1,657.50		
09/01/2017	INV #886.	868.00	2,525.50		
09/09/2017	PMT	-500.00	2,025.50		
10/01/2017	INV #893.	818.00	2,843.50		
10/04/2017	PMT receipt #43012	-800.00	2,043.50		
11/01/2017	INV #900.	818.00	2,861.50		
11/05/2017	PMT RECEIPT #43044	-950.00	1,911.50		
12/01/2017	INV #907.	818.00	2,729.50		
12/02/2017	PMT CASH RECEIPT #43071	-950.00	1,779.50		
01/01/2018	INV #914.	820.00	2,599.50		
01/06/2018	PMT CASH RECEIPT #43106	-900.00	1,699.50		
02/01/2018	INV #921.	820.00	2,519.50		
02/04/2018	PMT CASH RECEIPT # 43134	-700.00	1,819.50		
03/01/2018	INV #928.	820.00	2,639.50		
03/04/2018	PMT CASH RECEIPT #43163	-1,000.00	1,639.50		
04/01/2018	INV #935.	820.00	2,459.50		
04/08/2018	PMT CASH RECEIPT #43197	-800.00	1,659.50		
04/22/2018	PMT CASH RECEIPT #43212	-50.00	1,609.50		
05/01/2018	INV #942.	820.00	2,429.50		
05/06/2018	PMT CASH RECEIPT #43226	-800.00	1,629.50		
06/01/2018	INV #949.	820.00	2,449.50		
<b>CURRENT</b>	<b>1-30 DAYS PAST DUE</b>	<b>31-60 DAYS PAST DUE</b>	<b>61-90 DAYS PAST DUE</b>	<b>OVER 90 DAYS PAST DUE</b>	<b>Amount Due</b>
0.00	820.00	820.00	820.00	4,339.50	\$6,799.50

# Statement

Two Bears Property Management  
 P. O. Box 862  
 Vineland, NJ 08361

Date
6/20/2020

To:


██████████  
 728 South 6th Street, Unit A  
 Vineland, NJ 08360

		Amount Due	Amount Enc.		
		\$6,799.50			
Date	Transaction	Amount	Balance		
06/04/2018	PMT	-850.00	1,599.50		
07/01/2018	INV #956.	820.00	2,419.50		
07/22/2018	PMT CASH RECEIPT #43303	-800.00	1,619.50		
08/01/2018	INV #963.	820.00	2,439.50		
08/03/2018	PMT CASH RECEIPT # 43315	-375.00	2,064.50		
08/25/2018	PMT CASH RECIPT # 43337	-250.00	1,814.50		
09/01/2018	INV #970.	820.00	2,634.50		
09/21/2018	PMT Cash Receipt #43364	-150.00	2,484.50		
10/01/2018	INV #977.	820.00	3,304.50		
10/03/2018	PMT Cash Receipt # 43376	-700.00	2,604.50		
10/06/2018	PMT Cash Receipt #43379	-80.00	2,524.50		
11/01/2018	INV #984.	820.00	3,344.50		
11/03/2018	PMT Cash Receipt #43407	-800.00	2,544.50		
12/01/2018	INV #991.	820.00	3,364.50		
12/09/2018	PMT Cash Receipt #43442	-600.00	2,764.50		
01/01/2019	INV #998.	850.00	3,614.50		
01/20/2019	PMT Cash Receipt #43485	-280.00	3,334.50		
02/01/2019	INV #1005.	820.00	4,154.50		
02/10/2019	PMT CASH RECEIPT #43506	-400.00	3,754.50		
03/01/2019	INV #1012.	820.00	4,574.50		
03/10/2019	PMT Cash Receipt #43533	-800.00	3,774.50		
04/01/2019	INV #1019.	820.00	4,594.50		
04/07/2019	PMT Cash Receipt #43562	-700.00	3,894.50		
05/01/2019	INV #1026.	820.00	4,714.50		
05/06/2019	PMT Cash Receipt #43226	-885.00	3,829.50		
06/01/2019	INV #1033.	820.00	4,649.50		
06/06/2019	PMT	-800.00	3,849.50		
07/01/2019	INV #1040.	820.00	4,669.50		
07/04/2019	PMT Cash Receipt # 43650	-800.00	3,869.50		
08/01/2019	INV #1047.	820.00	4,689.50		
08/03/2019	PMT Cash Receipt #43680	-800.00	3,889.50		
09/01/2019	INV #1054.	820.00	4,709.50		
09/07/2019	PMT Cash Receipt #43715	-800.00	3,909.50		
10/01/2019	INV #1061.	820.00	4,729.50		
<b>CURRENT</b>	<b>1-30 DAYS PAST DUE</b>	<b>31-60 DAYS PAST DUE</b>	<b>61-90 DAYS PAST DUE</b>	<b>OVER 90 DAYS PAST DUE</b>	<b>Amount Due</b>
0.00	820.00	820.00	820.00	4,339.50	\$6,799.50

# Statement

Two Bears Property Management  
 P. O. Box 862  
 Vineland, NJ 08361

Date
6/20/2020

To:

728 South 6th Street, Unit A Vineland, NJ 08360

		Amount Due	Amount Enc.		
		\$6,799.50			
Date	Transaction	Amount	Balance		
10/13/2019	PMT CASH RECEIPT #43751	-820.00	3,909.50		
11/01/2019	INV #1068.	820.00	4,729.50		
11/03/2019	PMT CASH RECEIPT #43771	-500.00	4,229.50		
12/01/2019	INV #1074.	820.00	5,049.50		
01/01/2020	INV #1083.	820.00	5,869.50		
01/06/2020	PMT Cash Receipt # 43836	-1,050.00	4,819.50		
02/01/2020	INV #1090.	820.00	5,639.50		
02/05/2020	PMT Cash Receipt # 43866	-800.00	4,839.50		
03/01/2020	INV #1099.	820.00	5,659.50		
03/09/2020	PMT Cash Receipt #43899 - This Receipt Superceeds ANY others.	-820.00	4,839.50		
04/01/2020	INV #1108.	820.00	5,659.50		
04/14/2020	PMT Cash Receipt #43935	-500.00	5,159.50		
05/01/2020	INV #1115.	820.00	5,979.50		
06/01/2020	INV #1123.	820.00	6,799.50		
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
0.00	820.00	820.00	820.00	4,339.50	\$6,799.50

# Civil Case Information Statement

## Case Details: CUMBERLAND | Civil Part Docket# L-000774-20

**Case Caption:** KRAVITZ CHARLES VS MURPHY PHILIP

**Case Initiation Date:** 12/15/2020

**Attorney Name:** WALTER S ZIMOLONG

**Firm Name:** ZIMOLONG LLC

**Address:** 353 WEST LANCASTER AVE STE 300  
WAYNE PA 19087

**Phone:** 2156650842

**Name of Party:** PLAINTIFF : KRAVITZ, CHARLES

**Name of Defendant's Primary Insurance Company**  
(if known): None

**Case Type:** CIVIL RIGHTS

**Document Type:** Complaint with Jury Demand

**Jury Demand:** YES - 12 JURORS

**Is this a professional malpractice case?** NO

**Related cases pending:** NO

**If yes, list docket numbers:**

**Do you anticipate adding any parties (arising out of same transaction or occurrence)?** NO

**Are sexual abuse claims alleged by: CHARLES KRAVITZ?** NO

**Are sexual abuse claims alleged by: DAWN J KRAVITZ?** NO

**Are sexual abuse claims alleged by: JOHN JOHNSON?** NO

**Are sexual abuse claims alleged by: MARGARITA JOHNSON?** NO

**Are sexual abuse claims alleged by: ANDREW VAN HOOK?** NO

### 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?** NO

**If yes, is that relationship:**

**Does the statute governing this case provide for payment of fees by the losing party?** YES

**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?** NO

**If yes, please identify the requested accommodation:**

**Will an interpreter be needed?** NO

**If yes, for what language:**

**Please check off each applicable category: Putative Class Action?** NO **Title 59?** NO **Consumer Fraud?** NO

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)

12/15/2020  
Dated

/s/ WALTER S ZIMOLONG  
Signed