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*Attorneys for Plaintiffs*

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LEE WIGDEN, ARUNA WIGDEN,  
SYLVIA HARDEN, OMRI OFER,  
and LIAT OFFER,

Plaintiffs,

vs.

AVALONBAY COMMUNITIES, INC.,  
a/k/a AVALON HOBOKEN LLC,

Defendant.

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SUPERIOR COURT OF NEW JERSEY  
CHANCERY DIVISION  
HUDSON COUNTY

Docket No. HUD-C- 89-23  
Civil Action

**ORDER TO SHOW CAUSE FOR  
INJUNCTIVE RELIEF**

**THIS MATTER** having been brought to the Court by way of application for an Order to Show Cause filed by **SOBEL, HAN, & CANNON, LLP**, attorneys for Plaintiffs, seeking relief by way of preliminary injunction, upon notice to Defendant, on the date set forth below pursuant to R. 4:52 based upon the facts set forth in the Certifications of Plaintiffs Lee Wigden, Sylvia Harden, and Mori Offer, the Certification of Christina Malamut, Esq., with exhibits annexed thereto, the legal argument articulated in Plaintiffs’ Brief filed herewith and for good cause shown:

**IT IS** on this \_\_\_\_ day of \_\_\_\_\_, 2023;

**ORDERED** that Defendant AVALONBAY COMMUNITIES, INC., a/k/a AVALON HOBOKEN, LLC, or its attorney, appear and show cause before the Superior Court of New Jersey, at the Hudson County Superior Court located at 583 Newark Avenue, Jersey City, New Jersey 07306, by physical appearance or via Zoom or Teams Video Proceeding/Telephonically at \_\_\_\_\_, on \_\_\_\_\_, 2023, or as soon thereafter as

the parties may be heard, as to why an Order should not be issued enjoining and restraining Defendant from:

(1) taking any action, including commencement of summary dispossess proceedings against Plaintiffs based on Defendant’s Notices of Rent Increases served on the Plaintiffs with respect to Defendant’s multiple dwelling, known as the Avalon located at 800 Madison Street, Hoboken, New Jersey 07030 (the “Hoboken Avalon”), pending a determination on the declaratory judgment claims in this action asserting that Defendant’s Hoboken Avalon is subject to Hoboken’s Rent Control Ordinance, and alternatively, the Notices of Rent Increases violate the Anti-Eviction Act as a matter of law; and

(2) Granting such other and further relief as the court deems equitable and just.

**IT IS FURTHER ORDERED THAT:**

1. Plaintiffs shall file proof of service of this Order to Show Cause with all attendant and supporting documents within \_\_\_\_days of entry of this Order to Show Cause (the application having been filed upon notice to Defendant);

2. Defendant shall file and serve a written response to this Order to Show Cause with proof of service by \_\_\_\_\_;

3. Plaintiffs must file and serve any written reply to Defendant’ Order to Show Cause opposition by \_\_\_\_\_.

4. All filings must be filed upon the eCourts Docket with physical courtesy copies delivered to the chambers of Judge \_\_\_\_\_, P.J. Civ. Div.

5. The Court will entertain argument and/or testimony at the Court’s discretion on the return date of the Order to Show Cause and the Parties will be advised accordingly.

\_\_\_\_\_  
Hon. \_\_\_\_\_, P.J.Civ. Div.

Deborah Bryant, Esq. – 004092004  
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LEE WIGDEN, ARUNA WIGDEN,  
SYLVIA HARDEN, OMRI OFFER,  
and LIAT OFFER,

SUPERIOR COURT OF NEW JERSEY  
CHANCERY DIVISION  
HUDSON COUNTY

Docket No. HUD-C- 89-23

Plaintiffs,

Civil Action

vs.

VERIFIED COMPLAINT  
FOR DECLARATORY JUDGMENT  
AND INJUNCTIVE RELIEF

AVALONBAY COMMUNITIES, INC.,  
a/k/a AVALON HOBOKEN, LLC,

Defendant.

-----X

Plaintiffs, Lee Wigden, Aruna Wigden, Sylvia Harden, Omri Offer, and Liat Offer, by and through their attorneys, Sobel Han & Cannon, LLP, by way of Verified Complaint against Defendant AVALONBAY COMMUNITIES, INC., a/k/a AVALON HOBOKEN LLC, state as follows:

NATURE OF THE ACTION

1. Plaintiffs, tenants renting apartments in the multi-dwelling located at 800 Madison Avenue, Hoboken, New Jersey 07030 a/k/a 801 Monroe Street, Hoboken, New Jersey 07030 (the “Avalon Hoboken”), bring this action against Defendant, as owner of the Avalon Hoboken, for judgment declaring that the Avalon Hoboken is subject to the Hoboken Rent Control Ordinance, and alternatively, declaring that Defendant’s recent renewal lease rent demands are unconscionable and in violation of the New Jersey Anti-Eviction Act.

2. Defendant failed to comply with express statutory requirements governing exemptions from local municipality rent control ordinances.

3. Specifically, N.J.S.A. 2A:42-84.1 to -84.6 permits certain newly constructed multiple dwelling units to be exempt from local municipal rent control or rent leveling ordinances when the owner of the property satisfies mandatory notice and filing requirements at least 30 days prior to the issuance of a certificate of occupancy.

4. Defendant failed to meet the explicit statutory notice and filing requirements within the time frame specified by statute.

5. As a result, Avalon Hoboken is not exempt from the ordinance and consequently the rent charged to Plaintiffs is governed by the Hoboken Rent Control Ordinance.

6. Alternatively, Plaintiffs request judgment declaring that Defendant's recent lease renewals given to Plaintiffs demand rent increases that are unconscionable in violation of New Jersey's Anti-Eviction Act.

7. Pursuant to New Jersey's Declaratory Judgment Act, N.J.S.A. 2A:16-53, Plaintiffs seek declaratory judgments with respect to their rights as tenants of the Avalon Hoboken, and specifically request judgment declaring that: (i) Avalon Hoboken is subject to the Hoboken Rent Control Ordinance, or, in the alternative, (ii) Defendant's lease renewals state rent increases that are unconscionable and violate the New Jersey Anti-Eviction Statute barring unconscionable rent increases.

### **THE PARTIES**

8. Plaintiffs Lee Wigden and Aruna Wigden (the "Wigdens") are tenants residing at Avalon Hoboken, Apartment #436.

9. Plaintiff Sylvia Harden (“Harden”) is a tenant residing at Avalon Hoboken, Apartment #536.

10. Plaintiffs Omri Offer and Liat Offer (the “Offers”) are tenants residing at Avalon Hoboken, Apartment #520.

11. Defendant AVALONBAY COMMUNITIES, INC., a/k/a AVALON HOBOKEN LLC (hereinafter “Defendant” or “Avalon Hoboken Owner”) is the owner of Avalon Hoboken, (real property known as Block: 88, Lot: 1 on the tax map of the City of Hoboken, more commonly known as 800 Madison Avenue, Hoboken, New Jersey 07030 a/k/a 801 Monroe Street, Hoboken, New Jersey 07030) (“Avalon Hoboken” or the “Property”), and Defendant's address is 105 Elm Street, 1st floor, Westfield, NJ, 07090.

### VENUE

12. Venue is properly laid in this Court pursuant to R. 4:3-2 as the Property is located in Hudson County, New Jersey, and the events giving rise to Plaintiffs’ causes of action arose or exist in Hudson County.

### FACTUAL SUMMARY

13. While the State of New Jersey does not have a statewide law controlling or governing rent increases, state law allows local municipal governments to adopt an ordinance to establish their own rent control laws.

14. Local municipalities must enact legislation that is consistent with State Law, N.J.S.A. 2A: 42-84.1 et seq. (the "Statute"), which requires an exemption from local rent control ordinances for newly constructed dwellings that meet certain requirements. See N.J.S.A. 2A: 42-84.1 to -6.15. N.J.S.A. 2A: 42-84.2(a) provides, in pertinent part:

In any municipality which has enacted ... a rent control or rent leveling ordinance ... those provisions

of the ordinance which limit the periodic or regular increases in base rentals of dwelling units shall not apply to multiple dwellings constructed after the effective date of this act, for a period of time not to exceed the period of amortization of any initial mortgage loan obtained for the multiple dwelling, or for 30 years following completion of construction, whichever is less.

Id.

16. To successfully claim exempt status from a rent control or rent leveling ordinance, the Statute requires that the owner of the multiple dwelling comply with explicit notice and filing requirements within a specified time frame.

17. Specifically, N.J.S.A. 2A:42-84.4 provides:

The owner of any multiple dwelling claiming an exemption from a rent control or rent leveling ordinance pursuant to this act shall file with the municipal construction official, at least 30 days prior to the issuance of a certificate of occupancy for the newly constructed multiple dwelling, a written statement of the owner's claim of exemption from an ordinance under this act, including therein a statement of the date upon which the exemption period so claimed shall commence, such information as may be necessary to effectively locate and identify the multiple dwelling for which the exemption is claimed, and a statement of the number of rental dwelling units in the multiple dwelling for which the exemption is claimed.

Id.

18. In 1984, the City of Hoboken (the "City") enacted rent control laws by adoption of Ordinance No. C329, more commonly known as Chapter 155 Rent Control of the City of Hoboken's Municipal Code (the "Rent Control Ordinance").

19. On February 1, 2023, the City Council of the City of Hoboken amended Chapter 155 to codify the requirements of N.J.S.A. 2A: 42-84.1 et seq., by passing Ordinance No. B-532.

20. The Rent Control Ordinance provides, in pertinent part:

In accordance with N.J.S.A. 2A:42-84.1 et seq., the provisions of this chapter shall not apply to multiple dwellings, as defined in the statute, constructed after June 25, 1987, for a period not to exceed the period of amortization of any initial mortgage loan obtained for the multiple dwelling or for 30 years following completion of construction, whichever is less. In the event that there is no initial mortgage financing, the period of exemption from this chapter shall be 30 years. **This exemption only applies where a landlord complied with all requirements contained in N.J.S.A. 2A:42-84.1 et seq., including but not limited to notice to the Construction Code Official at least 30 days before a certificate of occupancy is issued** and notification to tenants by way of a provision in their lease.

City of Hoboken, Municipal Code, § 155-2(H) (emphasis added).

21. Accordingly, an owner of a multiple dwelling is entitled to Rent Control Ordinance exemption status only when an owner meets the express condition of filing “at least 30 days prior to the issuance of a certificate of occupancy...” a written statement of the owner’s claim of exemption from the Rent Control Ordinance. Such notice must be given to the Construction Code Official at least 30 days before the Certificate of Occupancy is issued and to tenants by a statement in their leases. These notice requirements are not optional but, rather, a condition precedent to the owner’s claim of exemption.

22. On September 9, 2009, the City of Hoboken issued a Certificate of Occupancy (“CO”) for Avalon Hoboken.

23. Therefore, to qualify for an exemption from the Rent Control Ordinance, the owner of Avalon Hoboken was required to provide notice of its claim of exemption to the Construction Code Official no later than August 10, 2009.

24. The owner of Avalon Hoboken failed to comply with the Statute because it failed to give the Construction Code Official notice of its claim of exemption on or before August 10, 2009.

25. On October 20, 2010, *more than a full calendar year after the CO was issued*, the owner of Avalon Hoboken filed a letter claiming exemption with the Construction Code Official.

26. Consequently, the owner of Avalon Hoboken failed to comply with the statutory requirements set forth in N.J.S.A. 2A:42-84.4 and the Rent Control Ordinance (City of Hoboken, Municipal Code, § 155-2(H)), causing the Avalon Hoboken to be subject to, and not exempt from, the Rent Control Ordinance.

27. Despite Avalon Hoboken's non-exempt status, Defendant, since taking ownership of Avalon Hoboken, has been conducting business as if Avalon Hoboken is not subject to the Rent Control Ordinance by demanding from tenants unconscionable rent increases that far exceed the limitations established by the Rent Control Ordinance.

28. Pursuant to New Jersey's Declaratory Judgment Act, N.J.S.A. 2A:16-53, Plaintiffs request determinations of their rights with respect to their tenancy at the Hoboken Avalon.

### **COUNT ONE**

#### **(Declaratory Judgment that the Avalon Hoboken is subject to, and not exempt from, the Hoboken Rent Control Ordinance)**

29. Plaintiffs repeat and reallege the allegations contained in the preceding paragraphs as if fully set forth herein.

30. The Rent Control Ordinance is consistent with state law and mirrors the state law's statutory requirements for exemption that expressly makes clear the consequences for a property owner's failure to comply with the mandatory 30-day notice requirement of N.J.S.A. 2A:42-84.4. See City of Hoboken, Municipal Code, § 155-2(H).



31. The owner of Avalon Hoboken, and by extension the Defendant, failed to comply with the statutory requirements set forth in N.J.S.A. 2A:42-84.4 and the City of Hoboken's Rent Control Ordinance, thereby rendering Avalon Hoboken subject to, and not exempt from, the Rent Control Ordinance.

32. The Avalon Hoboken is subject to the Rent Control Ordinance.

33. Defendant, since taking ownership of Avalon Hoboken, has conducted itself as if Avalon Hoboken is exempt from the Rent Control Ordinance, and charges and collects rent in excess of the rent amount permitted under the Rent Control Ordinance

34. Plaintiffs' rights have been adversely affected by Defendant's failure to comply with the Rent Control Ordinance.

**WHEREFORE**, Plaintiffs respectfully request that this Court enter judgment against Defendant:

- (a) Declaring that Avalon Hoboken is not exempt from the City of Hoboken's Rent Control Ordinance; and
- (b) Enjoining Defendant preliminarily and permanently from increasing Plaintiffs' rents by an amount which exceeds the maximum percentage permitted by the City of Hoboken's Rent Control Ordinance;
- (c) Awarding Plaintiffs any such further relief as this Court Deems just and proper.

**ALTERNATIVELY, COUNT TWO**  
**(Declaratory Judgment that the Rent Increases Demanded by Defendant from Plaintiffs Tenants are Unconscionable as a Matter of Law)**

35. Plaintiffs repeat and reallege the allegations contained in the preceding paragraphs as if fully set forth herein.

36. In the event the Court does not determine that the Avalon Hoboken is subject to the Rent Control Ordinance, Plaintiffs respectfully request a determination that the Defendant's recent lease renewals state rent increases that violate Anti-Eviction Act, N.J.S.A. 2A:18-61.1(f) because the increases are unconscionable.

37. The Anti-Eviction Act is remedial legislation establishing tenants' rights to continued occupancy of their rental dwellings and is deserving of liberal construction. N.J.S.A. 2A:18-61.1 to 2A:18-61.12.

38. The Anti-Eviction Act establishes that tenants may not be removed from their residential premises except on one of various enumerated grounds constituting "good cause." N.J.S.A. 2A:18-61.1.

39. The legislation was designed to protect residential tenants against unfair and arbitrary evictions by limiting the bases for their removal from premises covered under the Act.

40. N.J.S.A. 2A:18-61.1(f) provides that "good cause" for eviction exists when a "person has failed to pay rent ..... provided the increase in rent is not unconscionable and complies with any and all other laws or municipal ordinances governing rent increases."

41. Notwithstanding the fact that Defendant increased the Plaintiffs' rents in the previous year, recently demanded increased rent amounts that are unconscionable by any stretch of the imagination.

Plaintiff Lee and Aruna Wigden (the "Wigdens")

42. Plaintiffs, the Wigdens, entered into a written lease agreement with Defendant for Apartment #436 at Avalon Hoboken.

43. The Wigdens' initial lease term began on August 15, 2017, and ended on August 14, 2018, at a monthly base rent of \$3,570.00.

44. The Wigdens' lease term was renewed for the term beginning on August 15, 2018, and ending on August 14, 2020, at an increased monthly base rent of \$3,700.00.

45. The Wigdens' lease term was renewed for the term beginning on August 15, 2020, and ending on May 14, 2021, at an increased monthly base rent of \$3,753.00.

46. The Wigdens' lease term was renewed for the term beginning on May 15, 2021, and ending on May 14, 2022, at a monthly base rent of \$3,753.00 per month.

47. The Wigdens' lease term was renewed for the term beginning on May 15, 2022, and ending on July 14, 2023, at an increased monthly base rent of \$4,316.00.

48. The Wigdens' base rent between 2022 and 2023 was increased by \$563.00 per month, or fifteen percent (15%).

49. Most recently, the Wigdens received from Defendant a Notice to Quit and Notice of Rent Increase with lease renewal options for an additional 12-month term set to begin on July 15, 2023, and end on July 14, 2024, at an increased monthly base rent of \$5,347.00 which amounts to a proposed increase of \$1,031.00 per month, or 23.9% more than the Wigdens' current base rent of \$4,316.00.

50. It is well settled that a yearly lease of a residential tenant automatically becomes a month-to-month tenancy at the end of the lease term by operation of law.

51. The renewal lease provided by Defendant contains a default provision stating that the Wigdens' failure to execute a new lease results in the automatic renewal of the old lease on a month-to-month basis at a monthly rent of \$8,136.00 which is an increase of \$3,820.00 per month, or an 88.5% increase of the Wigdens' current monthly base rent.

52. Specifically, the Notice to Quit states, "[i]f you fail to execute a new lease term but remain in possession of the apartment, the old lease shall automatically renew on a month-to-

month basis upon all the same conditions except that the monthly rent shall be increased to a monthly rental rate listed above.”

53. The Wigdens have a child (“A.W.”) who is a student at HoLa Dual Language Charter School (“HoLa”).

54. HoLa, a nationally ranked charter school, is located less than one (1) mile from Avalon Hoboken.

55. In 2021, the Wigdens reluctantly agreed to a 15% increase for the 2022-2023 term because of their desire not to uproot A.W. from her school.

56. The current proposed increase of 23.9% for the 2023-2024 term, and the default increase of 88.5% for a month-month tenancy, is unconscionable.

57. The Widens cannot afford an increase of this magnitude and will be forced to vacate the apartment if the rent demanded by Defendant is permitted.

58. The current rent increase demanded is unconscionable, not consistent with the monthly rents of similar units in the geographical area, and will force the Wigdens to vacate the apartment which the Anti-Eviction Act is designed to prevent.

Plaintiff Sylvia Harden (“Harden”)

59. Plaintiff Harden entered into a written lease agreement with Defendant for Apartment #536 at Avalon Hoboken.

60. Harden’s initial lease term began on August 24, 2021, and ended on June 23, 2022, at a monthly base rent of \$3,990.00 per month.

61. Harden’s lease term was renewed for the term beginning on June 24, 2022, and ending on June 23, 2023, at an increased monthly base rent of \$4,590.00 which is an increase of \$600.00 per month, or fifteen percent (15%).

62. Harden is a single mother of a child (“L.B.”), age ten, who is a fifth grader at a local elementary school.

63. L.B. has developed friendships with the children who live in the Avalon Hoboken and her son’s social development and stability are of paramount importance to Harden.

64. Harden is also a small business owner that works from her home.

65. After Harden’s initial term, she did everything possible to prevent being forced out of the Avalon Hoboken and reluctantly agreed to the 15% increase for the second year to maintain stability for L.B. and prevent disruption to her business which she relies on to support herself and L.B.

66. Recently, Harden received from Defendant a Notice to Quit and Notice of Rent Increase with a lease renewal option for an additional 12-month term set to begin on June 24, 2023, and end on June 23, 2024, which demands a monthly base rent of \$5,826.00 per month.

67. Harden is now facing a proposed increase of \$1,236.00 per month, representing a 26.9% increase from her current base rent.

68. The lease renewal option provided by Defendant contains a default provision stating that if Harden does not execute the renewal lease her tenancy will automatically become a month-to-month tenancy at a monthly rent of \$8,576.00 which would raise the rent by \$3,986.00 per month, representing an 86.8% increase.

69. The Defendant’s proposed increase for a 12-month term of 26.9% or default increase of 86.8% is unconscionable, not consistent with the monthly rents of similar units in the geographical area, and will force Harden to move out of the apartment which the Anti-Eviction Act is designed to prevent.

Plaintiff Liat Offer (the “Offers”)

70. The Offers entered into a written lease agreement with Defendant for Apartment #520 at Avalon Hoboken.

71. The Offers' initial lease term began on July 31, 2020 and ended on June 30, 2021 at a monthly base rent of \$5,280.00.

72. The Offers' lease term was renewed for the term beginning on July 1, 2021 and ending on June 30, 2022 at an increased monthly base rent of \$5,491.00.

73. The Offers' lease term was renewed for the term beginning on July 1, 2022 and ending on July 31, 2023 at an increased monthly base rent of \$6,150.00.

74. The Offers' base rent between 2022 and 2023 was increased by \$659.00 per month, or 12%.

75. The Offers have three young children – J.O., E.O. and R.O – two of which were born in Hoboken.

76. All three children attend schools in the Hoboken Public School District – middle school, elementary school and pre-kindergarten – and have made strong bonds with classmates, teachers, and children at Avalon Hoboken.

77. Omri Offer's employer is located in New York City and Hoboken provides him with the ability to be within close proximity to his three young children.

78. The Offers reluctantly agreed to the 12% increase between 2022 and 2023 because of their desire for stability for their children and moving with two young children and a toddler would have proven extremely difficult.

79. The recent lease renewal option provided by Defendant to the Offers is for a 12-month term beginning August 1, 2023 and ending on July 31, 2024, and demands a monthly base

rent of \$7,883.00 per month, which represents an increase of \$1,733.00 per month, or an increase of 28.2% from their current monthly rent.

80. It is well settled that a yearly lease of a residential tenant automatically becomes a month-to-month tenancy at the end of the lease term by operation of law.

81. The lease renewal option provided by Avalon Hoboken contains a default provision stating that if the Offers do not execute the renewal lease their tenancy will automatically become a month-to-month tenancy at a monthly rent of \$11,004.00, representing an increase of \$4,854.00 per month, or 78.9% more than the current monthly rent.

82. Specifically, Avalon Hoboken's renewal lease states that "[i]f you fail to execute a new lease term but remain in possession of the apartment, the old lease shall automatically renew on a month-to-month basis upon all the same conditions except that the monthly rent shall be increased to a monthly rental rate listed above."

83. The Defendant's proposed increase for a 12-month term of 28.2% or default increase of 78.9% is unconscionable, not consistent with the monthly rents of similar units in the geographical area, and will force the Offers out of the apartment which the Anti-Eviction Act is designed to prevent.

84. **WHEREFORE**, Plaintiffs respectfully request that this Court enter judgment against Defendant:

- (a) Declaring that Defendant's current proposed rent increase demand given to the Wigidens is unconscionable and violates the Anti-Eviction Act;
- (b) Declaring that Defendant's current proposed rent increase demand given to Harden is unconscionable and violates the Anti-Eviction Act;

- (c) Declaring that Defendant's current proposed rent increases demand given to the Offers is unconscionable and violates the Anti-Eviction Act;
- (d) Enjoining Defendant preliminarily and permanently from increasing Plaintiffs' rents by the amounts stated in the renewal leases; and
- (e) Award any such further relief as this Court Deems just and proper.

Dated: June 2, 2023

**SOBEL HAN & CANNON, LLP**  
*Attorneys for Plaintiffs*

*/s/ Deborah A. Bryant*  
Deborah A. Bryant, Esq.

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CERTIFICATION PURSUANT TO R. 1:38-7(b)

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).

DESIGNATION OF TRIAL COUNSEL PURSUANT TO R. 4:5-1

Pursuant to R. 4:5-1, the Court is hereby advised that D. Sam Han, Esq. is hereby designated as trial counsel in this matter.

CERTIFICATION PURSUANT TO R. 4:5-1

Pursuant to R. 4:5-1, I certify that to the best of my knowledge, the above-captioned action is not subject to any other action pending in any other court or the subject of a pending arbitration proceeding, and that no other action or arbitration proceeding is contemplated by the Plaintiffs.

Sobel Han & Cannon, LLP  
*Attorneys for Plaintiffs*

Dated: 6/9/2023



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VERIFICATION

I, Lee Wigden, declare as follows:

1. I am a Plaintiff in this action and I have personal knowledge of myself, my activities, and my intentions, including those set out in the foregoing Verified Complaint for Declaratory Judgment and Injunctive Relief.
2. I have read the Verified Complaint and hereby attest, under the penalty of perjury, to the truthfulness concerning myself based on my personal knowledge and would competently testify as to the matters stated herein.

  
Lee Wigden (Jun 2, 2023 11:11 EDT)

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VERIFICATION

I, Aruna Wigden, declare as follows:

1. I am a Plaintiff in this action and have personal knowledge of myself, my activities, and my intentions, including those set out in the foregoing Verified Complaint for Declaratory Judgment and Injunctive Relief.
2. I have read the Verified Complaint and hereby attest, under the penalty of perjury, to the truthfulness concerning myself based on my personal knowledge and would competently testify as to the matters stated herein.


  
Aruna Wigden (Jun 3, 2023 2:19 EDT)

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VERIFICATION

I, Sylvia Harden, declare as follows:

1. I am a Plaintiff in this action and have personal knowledge of myself, my activities, and my intentions, including those set out in the foregoing Verified Complaint for Declaratory Judgment and Injunctive Relief.
2. I have read the Verified Complaint and hereby attest, under the penalty of perjury, to the truthfulness concerning myself based on my personal knowledge and would competently testify as to the matters stated herein.

  
Sylvia Harden (Jun 9, 2023 10:41 EDT)

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VERIFICATION

I, Omri Offer, declare as follows:

1. I am a Plaintiff in this action and have personal knowledge of myself, my activities, and my intentions, including those set out in the foregoing Verified Complaint for Declaratory Judgment and Injunctive Relief.
2. I have read the Verified Complaint and hereby attest, under the penalty of perjury, to the truthfulness concerning myself based on my personal knowledge and would competently testify as to the matters stated herein.

*O. Offer*

O. Offer (Jun 7, 2023 20:12 EDT)

VERIFICATION

I, Liat Offer, declare as follows:

1. I am a Plaintiff in this action and have personal knowledge of myself, my activities, and my intentions, including those set out in the foregoing Verified Complaint for Declaratory Judgment and Injunctive Relief.
2. I have read the Verified Complaint and hereby attest, under the penalty of perjury, to the truthfulness concerning myself based on my personal knowledge and would competently testify as to the matters stated herein.

*Liat Offer*  
Liat Offer (06/07/2023 10:15 EDT)

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