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Attorneys for Plaintiff

MDF 113 14th Street LLC,

Plaintiff,

v.

Carepoint Health Systems Inc.,
Carepoint Health Captive
Assurance Company LLC,
Carepoint Health Management
Associates LLC, New Jersey
Medical and Health Associates
LLC d/b/a Carepoint Medical
Health Group

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION
HUDSON COUNTY

DOCKET NO. HUD-L-_____ -23

Civil Action

COMPLAINT

Plaintiff MDF 113 14th Street LLC by way of Complaint against Defendants Carepoint Health Systems Inc., Carepoint Health Captive Assurance Company LLC, Carepoint Health Management Associates LLC (collectively the "Carepoint Defendants") New Jersey Medical and Health Associates LLC alleges as follows:

NATURE OF THE ACTION

1. This is an action for money damages arising from Defendants' breach of its commercial lease agreement and its related causes of action.

PARTIES

2. Plaintiff MDF 113 14th Street LLC is the owner of/landlord to the real property otherwise known as 113 14th Street, 1st Floor, Hoboken, NJ 07030.

3. Defendant Carepoint Health Systems Inc. is an entity with registered agent of Maxwell Campbell at the address of 457 Haddonfield Road, Suite 700, Cherry Hill, NJ 08002.

4. Defendant Carepoint Health Captive Assurance Company LLC is an entity with registered agent of C T Corporation System at an address of 820 Bear Tavern Road, West Trenton, NJ 08628.

5. Defendant Carepoint Health Management Associates LLC is an entity with registered agent of C T Corporation System at an address of 820 Bear Tavern Road, West Trenton, NJ 08628.

6. Defendant New Jersey Medical and Health Associates LLC dba Carepoint Medical Health Group is an entity organized under the laws of the State of New Jersey with a registered agent of C T Corporation System, 820 Bear Tavern Road, West Trenton, NJ 08628.

JURISDICTION & VENUE

7. Defendants are subject to the jurisdiction of this court by virtue of their operation of business within the State of New Jersey.

8. Venue is proper in Hudson County pursuant to R. 4:3-2(a)(3) as the situs of the cause of action alleged herein along with Plaintiff and Defendants' principal places of business.

FACTUAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

9. Plaintiff repeats the allegations set forth above as though set forth herein.

10. On or about January 27, 2022, Defendant New Jersey Medical and Health Associates LLC executed a commercial lease agreement with Plaintiff for the premises otherwise known as 113 14th Street, 1st Floor, Hoboken, NJ 07030 (the "Rental Premises") for a term from February 1, 2022 to January 31, 2027. A true and accurate copy of the Lease is attached hereto as Exhibit 'A'.

11. Pursuant to Section 3.1 of the Lease, "Fixed Rent", the rent is due on the first on the month in the amount of \$6,673.33 from 2/1/2022 to 1/31/2023, \$6,873.53 from 2/1/23 to 1/31/2024, \$7,079.74 from 2/1/2024 to 1/31/2025, \$7,292.13 from 2/1/2025 to 1/31/2026 and \$7,510.89 from 2/1/2026 to 1/31/2027, plus additional rent as provided by the Agreement.

12. Pursuant to Section 3.2(A) of the Lease, "Monthly Payment of Estimated Charges", "Tenant shall pay to Landlord as additional rent the Tenant's Proportionate Share of the following: (i) Landlords' costs of operation and maintenance of the Building (ii) real estate taxes levied and assessed against the Building ("Real Estate Taxes"); (iii) all insurance coverage upon the Building and its operations ("Insurance") and (iv) Landlord's management expense as defined herein ... as on one-twelfth (1/12) of the estimated annual amount for such items."

13. Pursuant to Section 3.5 of the Lease, "Late Fees, Interest, Charges", Tenant agrees that "any Rent (including Fixed Rent and any Additional Rent) not paid when due shall require payment by Tenant a late charge penalty fee as follows: Five (5%) percent of the applicable Rent payment due if payment is received by Landlord five (5) days after the due date of such payment; Ten (10%) percent of the applicable Rent payment due if payment is received by Landlord Ten (10) days after the due date of such payment, Fifteen (15%) percent of the applicable Rent payment due if payment is receive by Landlord thirty (30) days after the due date of such payment."

14. Pursuant to Section 3.5 of the Lease, "Late Fees, Interest, Charges", Tenant agrees that "any unpaid Rent installment, Rent balance or portion thereof shall also accrue interest at the rate of Ten (10%) percent per annum until paid. All late fees and interest shall be deemed "Additional Rent" and shall be made by Tenant with the required payment of the Monthly Fixed Rent."

15. Pursuant to Section 3.5 of the Lease, "Late Fees, Interest, Charges", "Tenant agrees to reimburse Landlord for reasonable attorney's fees."

16. Pursuant to Section 19(2) of the Lease, "Chronic Violations Fee", "on the second occurrence of Tenant's violation of such covenant, condition, or agreement and each time thereafter,

as Additional Rent, of \$250.00. Such fee shall increase by fifteen (15%) percent with each additional violation of this Lease.”

17. Pursuant to Lease Guaranty-Section 1 of the Lease, “Guarantor hereby guarantees all of the payments to be made by Tenant under the Lease and the performance of all Tenant's obligations under the Lease.”

18. On January 27, 2022, William Pilino executed a “Lease Guaranty” on behalf of “Carepoint Health.” This Guaranty provided that “Carepoint” is the Gaurantor of the obligations of New Jersey Medical and Health Associates LLC to MDF 113 14th Street LLC.

19. Pilino signed the guaranty on behalf of “Carepoint Health.”

20. Upon information and belief, the Carepoint Defendants were the entities intended to be bound by Pilino’s execution of the Guaranty.

**New Jersey Medical Health Associates LLC d/b/a Carepoint
Medical Health Group Failure to Pay Rent & Other Charges**

21. Defendant failed to pay rent for the month of September 2023 in the amount of \$6,873.53.

22. Defendant failed to pay rent for the month of October 2023 in the amount of \$6,873.53.

23. Defendant failed to pay rent for the month of November 2023 in the amount of \$6,873.53.

24. The aggregate amount of rent due is \$20,620.59

25. Defendant failed to pay CAM charges for the month of September 2023 in the amount of \$773.53.

26. Defendant failed to pay CAM charges for the month of October 2023 in the amount of \$773.53.

27. Defendant failed to pay CAM charges for the month of November 2023 in the amount of \$773.53.

28. The aggregate amount of CAM charges due is \$2,320.59.

29. Defendant failed to pay late fees for the month of September 2023 in the amount of \$2,547.64.

30. Defendant failed to pay late fees for the month of October 2023 in the amount of \$6,207.01.

31. The aggregate amount of late fees due is \$8,754.65.

32. Defendant failed to pay the chronic late fees for the month of September 2023 in the amount of \$537.50.

33. Defendant failed to pay the chronic late fees for the month of October 2023 in the amount of \$1,148.10.

34. The aggregate amount of chronic late fees due is \$1,685.60.

35. Defendant failed to pay interest charges for the month of September 2023 in the amount of 89.44.

36. Defendant failed to pay the interest charges for the month of October 2023 in the amount of \$215.20.

37. The aggregate amount of interest charges due is \$304.94.

38. Defendant's total liability to Plaintiff, comprised of unpaid rent charges, utility charges, late fees and interest, totals not less than \$33,686.07.

39. Plaintiff's damages continue to accrue.

COUNT I

**BREACH OF CONTRACT AGAINST DEFENDANT NEW JERSEY MEDICAL AND
HEALTH ASSOCIATES LLC**

40. Plaintiff repeats the allegations set forth above as though set forth herein.

41. Plaintiff offered, and Defendant accepted an assignment of lease contract in which Plaintiff would deliver possession of the Rental Premises to Defendant in exchange for the agreed-upon monthly rent and other payments.

42. Plaintiff performed the contract by delivering possession of the Rental Premises to Defendant.

43. Defendant breached the contract by failing to pay to Plaintiff amounts due and owing under the Parties' Agreement.

44. As of this writing, Defendant has vacated the Rental Premises without compensation to Plaintiff for outstanding charges.

WHEREFORE, Plaintiff demands judgment on Count I of the Complaint against Defendants for an amount not less than \$33,686.07 together with court costs, contractual attorney's fees and such other further relief as the Court deems equitable and just.

COUNT II

**UNJUST ENRICHMENT AGAINST DEFENDANT NEW JERSEY MEDICAL AND
HEALTH ASSOCIATES LLC**

45. Plaintiff repeats the allegations set forth above as though set forth herein.

46. Plaintiff delivered possession of the Rental Premises to Defendant.

47. Defendant retained the benefit of Plaintiff's real property and possession of the Rental Premises without payment to Plaintiff.

48. It is contrary to law, equity and good conscience for Defendant to retain and enjoy the benefit of possession of Plaintiff's real property without payment.

WHEREFORE, Plaintiff demands judgment on Count II of the Complaint against Defendant for an amount not less than \$33,686.07 together with prejudgment interest, court costs, attorney's fees and such other further relief as the Court deems equitable and just.

COUNT III

ENFORCEMENT OF THE GUARANTY AGAINST CAREPOINT DEFENDANTS

59. Plaintiff repeats the allegations set forth above as though set forth herein.

60. Pelino executed the Carepoint Defendants guaranty of New Jersey Medical and Health Associates LLC's lease obligation.

61. Defendant New Jersey Medical and Health Associates LLC failed to perform its obligations as guaranteed by Defendant Pelino.

62. Plaintiff is entitled to collect the payment of rent and other money charges from guarantor, the Carepoint Defendants.

WHEREFORE, Plaintiff demands judgment on Count III of the Complaint against the Carepoint Defendants, jointly and severally, for an amount not less than \$33,686.07 together with prejudgment interest, court costs, attorney's fees and such other further relief as the Court deems equitable and just.

DESIGNATION OF TRIAL COUNSEL

Thomas J. Major, Esq. is hereby designated as trial counsel for Plaintiffs in this matter.

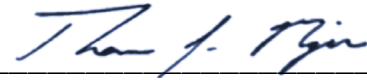
CERTIFICATION PURSUANT TO R. 1:38-7

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 R. 1:38-7(b).

CERTIFICATION

I certify that the matter in controversy is not the subject of any other action or arbitration proceeding, now pending or contemplated.

Dated: November 30, 2023

A handwritten signature in blue ink, appearing to read "Thomas J. Major", is written above a horizontal line.

Thomas J. Major, Esq.
Offit Kurman, P.A.
Attorneys for Plaintiffs

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