

J. Remy Green, Esq.

Application for pro hac vice admission submitted herewith.

COHEN&GREEN P.L.L.C.

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NJ Attorney License #040652010

ARGENTINO FAMILY LAW & CHILD ADVOCACY, LLC

50 Church Street, Suite 106

Montclair, NJ 07042

Tel. (973) 744.2980

Attorneys for Plaintiff

Turtle Hill Events, LLC,

Plaintiff,

v.

Jeff Mach; Widdershins, Inc., d/b/a Jeff
Mach Events; Joan B. Mach; *and*
Joseph D. Mach,

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: BERGEN COUNTY
DOCKET NO.

CIVIL ACTION

SUMMONS

From The State of New Jersey, To The Defendant Named Above:

The Plaintiff, named above, has filed a lawsuit against you in the Superior Court of New Jersey. The complaint attached to this summons states the basis for this lawsuit. If you dispute this complaint, you or your attorney must file a written answer or motion and proof of service with the deputy clerk of the Superior Court in the county listed above within 35 days from the date you received this summons, not counting the date you received it. (A directory of the addresses of each deputy clerk of the Superior Court is available in the Civil Division Management Office in the county listed above and online at http://www.njcourts.gov/forms/10153_deptyclerklawref.pdf.) If the complaint is one in foreclosure, then you must file your written answer or motion and proof of service with the Clerk of the Superior Court, Civil Part Intake Civil Division, Justice Center, Room 115, 10 Main Street, Hackensack, NJ, 07601-0769. A filing fee payable to the Treasurer, State of New Jersey and a completed Case Information Statement (available from the deputy clerk of the Superior Court) must accompany your answer or motion when it is filed. You must also send a copy of your answer or motion to Plaintiff's attorney whose name and address appear above, or to Plaintiff, if no attorney is named above. A telephone call will not protect your rights; you must file

and serve a written answer or motion (with fee of \$175.00 and completed Case Information Statement) if you want the court to hear your defense.

If you do not file and serve a written answer or motion within 35 days, the court may enter a judgment against you for the relief Plaintiff demands, plus interest and costs of suit. If judgment is entered against you, the Sheriff may seize your money, wages or property to pay all or part of the judgment.

If you cannot afford an attorney, you may call the Legal Services office in the county where you live or the Legal Services of New Jersey Statewide Hotline at 1-888-LSNJ-LAW (1-888-576-5529). If you do not have an attorney and are not eligible for free legal assistance, you may obtain a referral to an attorney by calling one of the Lawyer Referral Services. A directory with contact information for local Legal Services Offices and Lawyer Referral Services is available in the Civil Division Management Office in the county listed above and online at http://www.njcourts.gov/forms/10153_deptyclerklawref.pdf.

/s./

MICHELLE M. SMITH
Clerk of the Superior Court

DATED: 1/24/19

Names of Defendants to be Served:

Jeffrey Mach; Widdershins, Inc. (d/b/a Jeff Mach Events); Joan Mach; Joseph Mach

Addresses of the Defendants to be Served:

Jeffrey Mach and Widdershins, Inc. (d/b/a Jeff Mach Events) care of Jeffrey R. Pittard, Esq. at Scarinci Hollenbeck 1100 Valley Brook Avenue, P.O. Box 790 Lyndhurst, New Jersey 07071

Joan Mach and Joseph Mach at 770 Stelton St. Teaneck, New Jersey, 07666

ATLANTIC COUNTY:
LAWYER REFERRAL
(609) 345-3444
LEGAL SERVICES
(609) 348-4200

BERGEN COUNTY:
LAWYER REFERRAL
(201) 488-0044
LEGAL SERVICES
(201) 487-2166

BURLINGTON COUNTY:
LAWYER REFERRAL
(609) 261-4862
LEGAL SERVICES
(609)261-1088

CAMDEN COUNTY:
LAWYER REFERRAL
(856) 964-4520
LEGAL SERVICES
(856) 964-2010

CAPE MAY COUNTY:
LAWYER REFERRAL
(609) 463-0313
LEGAL SERVICES
(609) 465-3001

CUMBERLAND COUNTY:
LAWYER REFERRAL
(856) 692-6207
LEGAL SERVICES
(856) 451-0003

ESSEX COUNTY:
LAWYER REFERRAL
(973) 622-6207
LEGAL SERVICES
(973) 624-4500

GLOUCESTER COUNTY:
LAWYER REFERRAL
(856) 848-4589
LEGAL SERVICES
(856) 848- 5360

HUDSON COUNTY:
LAWYER REFERRAL
(201) 798-2727
LEGAL SERVICES
(201) 792-6363

HUNTERDON COUNTY:
LAWYER REFERRAL
(908) 735-2611
LEGAL SERVICES
(908) 782-7979

MERCER COUNTY:
LAWYER REFERRAL
(609) 585-6200
LEGAL SERVICES
(609) 695-6249

MIDDLESEX COUNTY:
LAWYER REFERRAL
(732) 828-0053
LEGAL SERVICES
(732) 249-7600

MONMOUTH COUNTY:
LAWYER REFERRAL
(732) 431-5544
LEGAL SERVICES
(732) 866-0020

MORRIS COUNTY:
LAWYER REFERRAL
(973) 267-5882
LEGAL SERVICES
(973) 285-6911

OCEAN COUNTY:
LAWYER REFERRAL
(732) 240-3666
LEGAL SERVICES
(732) 341-2727

PASSAIC COUNTY:
LAWYER REFERRAL
(973) 278-9223
LEGAL SERVICES
(973) 345-7171

SALEM COUNTY:
LAWYER REFERRAL
(856) 935-5628
LEGAL SERVICES
(856) 451-0003

SOMERSET COUNTY:
LAWYER REFERRAL
(908) 685-2323
LEGAL SERVICES
(908) 231-0840

SUSSEX COUNTY:
LAWYER REFERRAL
(973) 267-5882
LEGAL SERVICES
(973) 383-7400

UNION COUNTY:
LAWYER REFERRAL
(908) 353-4715
LEGAL SERVICES
(908) 354-4340

WARREN COUNTY:
LAWYER REFERRAL
(973) 267-5882
LEGAL SERVICES
(973) 475-2010

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SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: BERGEN COUNTY
DOCKET NO.

CIVIL ACTION

COMPLAINT

Plaintiff Turtle Hill Events LLC, a citizen of the
State of Delaware, with a registered corporate address of 251 Little Falls Drive, Wilmington, DE
19808, by way of Complaint against the Defendants, says:

I. PARTIES

1. Plaintiff Turtle Hill Events, LLC (“Turtle Hill”) is a Delaware corporation with a
registered address of 251 Little Falls Drive, Wilmington, Delaware, 19808.

2. Plaintiff brings this civil action to enforce its bargained-for contract rights against Defendants Jeff Mach (“Mach”) individually, Widdershins, Inc. (d/b/a Jeff Mach Events) (“JME”), Joan B. Mach, and Joseph D. Mach (collectively, “Defendants”).

3. Mach/JME are in breach of their contractual agreement (the “Agreement”) with Turtle Hill. That Agreement, dated February 1, 2018, is attached to this Complaint as **Exhibit A**.

4. Defendants Jeff Mach, Joan B. Mach, and Joseph D. Mach all reside in the State of New Jersey in the County of Bergen.

5. Upon information and belief, Joan and Joseph Mach own properties located at 208 Anderson Street, 2CS, Hackensack, New Jersey, 07601 and at 770 Stelton St. Teaneck, New Jersey, 07666, both within Bergen County. Upon further information and belief, Jeff Mach, Joan Mach, and Joseph Mach all either reside in one or the other of these properties.

6. JME is a New Jersey corporation with a registered address of 208 Anderson Street, 2CS, Hackensack, New Jersey, 07601.

7. Defendant Jeff Mach, by way of his corporation JME, was previously a major event producer in the Northeast.

8. Joan and Joseph Mach are cosigners with JME and Mach on the Agreement.

II. JURISDICTION AND VENUE

9. The Parties stipulated and consented to jurisdiction by the Courts of New Jersey over disputes arising under the Agreement. Agreement ¶ 13.

10. Venue is proper in this county pursuant to Rule 4:3-2, as Defendants are all citizens of and/or reside in Bergen County.

11. Plaintiff is entitled to more than \$15,000 in damages and therefore this matter is appropriate for resolution in the Law Division.

III. GENERAL ALLEGATIONS AND BACKGROUND

12. Plaintiff Turtle Hill is a small event business.

13. Plaintiff is the complete successor in interest to the New Jersey entity Turtle Hill Events Inc., and has all the same rights, benefits, and duties under the Agreement.

14. The Agreement, in general terms, provides for the sale of an event and related assets and good will from Mach/JME to Turtle Hill.

15. The Agreement has two non-competition clauses, prohibiting (1) competition by an array of entities and individuals for three years and (2) competition by Mach personally for ten years. Agreement ¶¶ 7-8.

16. Despite these clauses, Mach and JME have publicly announced to consumers in the marketplace that they now intend to compete with Turtle Hill.

17. Among other things, as of or about December 2018, after announcing a new event, Mach and JME have declared that they consider Turtle Hill to be “actual, specific business rivals” in the event marketplace.

18. Mach and JME have also taken steps in manifest bad faith and with intention to deprive Turtle Hill of bargained-for rights and advantages, which steps have in fact harmed Turtle Hill.

19. Turtle Hill brings the present action seeking damages, injunctive relief, and attorney’s fees and other costs as is provided for in the Agreement and by New Jersey law.

COUNTS I & II

(Count I: Against Defendants Mach and JME, Breach of Contract – Specific Performance)

(Count II: Against all Defendants, Breach of Contract – Damages)

20. Plaintiff hereby incorporates and realleges all foregoing paragraphs as if fully set forth herein.

21. Under New Jersey law, a plaintiff must allege four elements to state a cause of action for breach of contract: (1) a valid contract; (2) breach of that contract; (3) damages resulting from that breach, and (4) the party stating the claim performed its own contractual obligations.

22. Defendants Joan Mach and Joseph Mach, as cosigners to the Agreement, are jointly and severally liable for any and every breach of the Agreement by Mach or JME.

23. The Agreement constitutes a valid contract.

24. Defendants Mach and JME are in breach of the contract, in the following ways:

25. Defendants Mach / JME failed to deliver all of the assets identified in the Agreement as constituting ownership of GKE.

26. Defendant Mach has violated both the Personal and the Seller Non-Competition Clause (Agreement, ¶¶ 7-8) and has further publicly expressed intentions to continue violating these clauses to consumers in the relevant marketplace.

27. Defendant JME has begun to compete and has publicly expressed intention to compete with Turtle Hill to consumers in the relevant marketplace (Agreement ¶ 7).

28. Despite numerous clear defaults, notices thereof, and demands for payment, no Defendant has made any payment of or indemnification as to damages, costs, or attorney's fees as required by ¶¶ 6 and 10 of the Agreement.

29. Plaintiff is therefore entitled to \$10,000 as an estimate of the damages caused by JME and Mach's failure to deliver specifically identified assets as promised, and interest accrued thereupon beginning on May 1, 2018.

30. Mach/JME have also continued to breach other provisions of the Agreement after May 1, 2018.

31. Plaintiff has fully performed its own contractual obligations.

32. Plaintiff is therefore further entitled to contract and punitive damages for bad faith conduct by Defendants, in an amount to be determined at trial.

33. The violation of Plaintiff's bargained for non-competition rights against Mach and JME is not adequately remediable at law or by money damages alone.

34. Plaintiff is therefore entitled to equitable relief against Mach and JME.

WHEREFORE, the Plaintiff demands judgement against the Defendants as follows:

(a) Declaratory Judgment,

- i. that Defendants' conduct has breached and continues to breach the Agreement; and,
- ii. that Defendants are each jointly and severally liable for all of Plaintiff's damages, costs, and fees;

(b) An injunction prohibiting Defendants Mach and JME from hosting events as contemplated by the non-compete clauses in the Agreement;

(c) Actual damages, inclusive of interest accrued, in an amount to be determined at trial, but in no event less than \$25,000;

(d) Punitive damages for Defendants' bad faith conduct, in an amount to be determined at trial;

(e) All of Plaintiff's costs and reasonable attorneys' fees, pursuant to the Agreement; and

(f) Any such other and further relief as law or equity may provide, or as this Court may find just and proper.

COUNT III

(Against all Defendants: Breach of Implied Covenant of Good Faith and Fair Dealing)

35. Plaintiff hereby incorporates and realleges all foregoing paragraphs as if fully set forth herein.

36. All contracts in New Jersey have the additional implied covenant of good faith and fair dealing. A breach of this covenant occurs when a party does anything that will have the effect of destroying or injuring the right of the other party to receive the fruits of the contract, or otherwise acts in bad faith.

37. Plaintiff has made every effort to accommodate and/or facilitate Mach and JME's performance, and every effort to offer reasonable compromise, despite no obligation to do so.

38. Mach and JME have acted in manifest bad faith since the day the Agreement was signed.

39. Mach and JME made substantial, intentional misrepresentations in the course of negotiating the Agreement.

40. Mach and JME intentionally sabotaged Turtle Hill's ability to receive the fruits of the Agreement.

41. Mach and JME's bad faith has and continues to injure Turtle Hill in its ability to receive the fruits of the Agreement.

42. Additionally, that bad faith has caused injury to Turtle Hill's reputation and credibility in the marketplace.

43. Therefore, Turtle Hill is entitled to damages in an amount to be determined at trial.

WHEREFORE, the Plaintiff demands judgement against the Defendants as follows:

(a) Declaratory Judgment,

- i. that Defendants' conduct has breached and continues to breach the implied covenant of good faith and fair dealing in the Agreement; and,
- ii. that Defendants are each jointly and severally liable for all of Plaintiff's damages, costs, and fees owing because of that breach;

- (b) Actual damages, inclusive of interest accrued, in an amount to be determined at trial;
- (c) Punitive damages for Defendants' bad faith conduct, in an amount to be determined at trial; and
- (d) Any such other and further relief as law or equity may provide, or as this Court may find just and proper.

COUNT IV

(Against All Defendants: Quasi-Contract - Unjust Enrichment / Quantum Meruit)

44. Plaintiff hereby incorporates and realleges all foregoing paragraphs as if fully set forth herein.

45. Under New Jersey law, to establish a claim for unjust enrichment or quantum meruit, a plaintiff must show that (1) a benefit was bestowed and (2) retention of that benefit without payment would be unjust.

46. Plaintiff bestowed all the benefits identified, named, or otherwise referenced as consideration in the Agreement.

47. Retention of any of these benefits without compensation by Defendants would be unjust.

48. Plaintiff is therefore entitled to compensation for these benefits in an amount to be determined at trial.

WHEREFORE, the Plaintiff demands judgement against the Defendants as follows:

- (a) Damages measured as the benefit the Agreement has provided, without their having compensated Turtle Hill, in an amount to be determined at trial,
- (b) Punitive damages for Defendants' bad faith conduct, in an amount to be determined at trial; and

(c) Any such other and further relief as law or equity may provide, or as this Court may find just and proper.

COUNTS V & VI

(Against Mach / JME: Tortious Interference with Contractual and Economic Relations)

49. Plaintiff hereby incorporates and realleges all foregoing paragraphs as if fully set forth herein.

50. Under New Jersey law, to state a claim for Tortious Interference with prospective contractual relations, a plaintiff must plead facts (1) giving rise to a reasonable expectation of economic advantage and pursuit thereof; (2) claiming that the interference was done intentionally and improperly or with malice; and (3) leading to the conclusion that if there had been no interference, there was a reasonable probability that plaintiff would have reaped the anticipated benefits.

51. Under the Agreement, Turtle Hill had a reasonable expectation of advantage from taking over those events sold to Turtle Hill by Mach / JME under the Agreement.

52. Plaintiff diligently and fully pursued this advantage.

53. Mach / JME intentionally disrupted Turtle Hill's ability to secure contracts with certain hotels on the terms laid out in the Agreement on the terms laid out in the Agreement.

54. In or around July 2018, Mach, personally and on behalf of JME, went to the Radisson Piscataway hotel and intentionally, improperly, and with the sole purpose of harming Turtle Hill, convinced that hotel not to host any events produced by Turtle Hill.

55. But for Mach / JME's wrongful conduct, Turtle Hill would have reaped substantial economic advantage from the event it had bargained for.

56. Such advantage would have been measurable in an amount to be determined at trial, but in no event, less than \$25,000.

WHEREFORE, the Plaintiff demands judgement against the Defendants as follows:

- (a) Declaratory Judgment that Defendants Mach and JME's conduct has tortuously interfered with Turtle Hill's reasonably expected economic advantages;
- (b) Damages, inclusive of interest accrued, in an amount to be determined at trial, but in no event less than \$25,000;
- (c) Punitive damages for Defendants' bad faith conduct, in an amount to be determined at trial;

Any such other and further relief as law or equity may provide, or as this Court may find just and proper.

AND WHEREFORE, on all the Counts above, the Plaintiff demands judgement against the Defendants as follows:

- (a) Declaratory Judgment,
 - i. that Defendants' conduct has breached and continues to breach the Agreement; and,
 - ii. that Defendants are each jointly and severally liable for all of Plaintiff's damages, costs, and fees;
 - iii. that Defendants' conduct has breached and continues to breach the implied covenant of good faith and fair dealing in the Agreement; and,
 - iv. that Defendants are each jointly and severally liable for all of Plaintiff's damages, costs, and fees owing because of that breach;
- (b) An injunction prohibiting Defendants Mach and JME from hosting events as contemplated by the non-compete clauses in the Agreement;
- (c) Actual damages, inclusive of interest accrued, in an amount to be determined at trial, but in no event less than \$50,000;

- (d) Damages measured as the benefit the Agreement has provided Defendants, without their having compensated Turtle Hill, in an amount to be determined at trial,
- (e) Punitive damages for Defendants' bad faith conduct, in an amount to be determined at trial;
- (f) All of Plaintiff's costs and reasonable attorneys' fees, pursuant to the Agreement;
- (g) Any such other and further relief as law or equity may provide, or as this Court may find just and proper.

NOTICE OF OTHER ACTIONS

Pursuant to the provisions of R. 4:5-1, I hereby certify as follows:

- a. The matter in controversy is neither the subject of any other action pending in any other court nor of a pending arbitration proceeding
- b. It is not anticipated that the matter in controversy will become the subject of any other action pending in any other court or of a pending arbitration proceeding.
- c. All parties who should have been joined in this action have been so joined.

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

DESIGNATION OF TRIAL ATTORNEY

PLEASE TAKE NOTICE that pursuant to the Rules Governing the Courts of the State of New Jersey, attorney Celeste Fiore, Esq., is hereby designated as the attorney who will try this case.

JURY DEMAND

PLEASE TAKE NOTICE that Plaintiff requests a Jury.

Dated: January 9, 2019

Respectfully Submitted,

Attorneys for *Plaintiff* Turtle Hill LLC



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