

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF KINGS

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CESAR RAMIREZ and ADRIANA RODRIGUEZ,  
individually and on behalf of themselves  
and as stockholders of MANHATTAN FARE  
CORP., and in the right of MANHATTAN FARE  
CORP.,

Index No.: 521206/2023

Plaintiffs,

v.

**AMENDED**  
**VERIFIED COMPLAINT**

MONEER ISSA, MANHATTAN FARE CORP.,  
and 431 FOOD MARKET CORP.,

Defendants.  
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Plaintiffs complain of Defendants by their attorneys, The Dweck Law Firm, LLP, and respectfully allege to this Court as follows:

**AS AND FOR A FIRST CAUSE OF ACTION**  
**(Violation of New York State Labor Law)**

1. At all times hereinafter mentioned, the Plaintiffs, Cesar Ramirez and Adriana Rodriguez, were and still are husband and wife and residents of the County of Kings, City and State of New York.

2. Upon information and belief, and at all times hereinafter mentioned, the Defendant, Moneer Issa, also known as Moe Issa (Issa), was and still is a resident of the Borough of Old Tappan, County of Bergen, State of New Jersey.

3. At all times hereinafter mentioned, Manhattan Fare Corp. ("Manhattan" or "the Company") is a domestic corporation with its principal offices at 431 West 37<sup>th</sup> Street, County, City and State of New York.

4. Upon information and belief, and at all times hereinafter mentioned, the Defendant, 431 FOOD MARKET CORP., is a domestic corporation with its principal offices at 431 West 37<sup>th</sup> Street, County, City and State of New York, with its issued and outstanding stock owned 100% by Moneer Issa and which operated a food store at 431 West 37<sup>th</sup> Street, New York, New York.

5. Upon information and belief, and at all times hereinafter mentioned, and at all times of the acts complained of herein, the Defendant, Moneer Issa, was and still is the self-appointed Co-Chief Operating Officer and Secretary/Treasurer of Manhattan Fare Corp.

6. Upon information and belief, and at all times hereinafter mentioned, and at all times of the acts complained of herein, the Defendant, Moneer Issa, was and still is the self-appointed President and sole owner of 431 Food Market Corp.

7. Upon information and belief, and at all times hereinafter mentioned, Manhattan Fare Corp. in its charter, has authorized 200 shares of common stock which is without par value, of which thirty shares were and are issued and outstanding to each of the Plaintiffs, Cesar Ramirez and Adriana Rodriguez, and Moneer Issa and, his wife, Heidi Issa, with each of such 30 share units representing a twenty-five percent (25%) interest of the total issued and outstanding stock of Manhattan Fare Corp. as of the date of the commencement of this action.

8. Upon information and belief, and at all times hereinafter mentioned, the Defendant, 431 Food Market Corp., is believed to be the owner of the mark, "Brooklyn Fare".

9. Upon information and belief, and at all times hereinafter mentioned, Manhattan Fare Corp. operated a restaurant under the name of Chef's Table at Brooklyn Fare, located with access only through and within the food market owned and operated by Moneer Issa through his stock ownership of 431 Food Market Corp. at 431 West 37<sup>th</sup> Street, New York, New York, and formerly at 200 Schermerhorn Street, Brooklyn, New York, for which Manhattan Fare Corp. was charged rent of approximately \$11,000.00 monthly.

10. At all times hereinafter mentioned, and from approximately January 2009 to July 1, 2023, the Plaintiff, Cesar Ramirez, was employed by the Defendant, Moneer Issa, individually, to perform services at various entities controlled by him, including, without limitation, BC Food Corp., 431 Food Market Corp., and of Manhattan Fare Corp. at various Chef's Table restaurants, as the Executive Chef based upon him having personally earned and been awarded a celebrated Three Star Michelin Restaurant Award. Plaintiff's employment was to be permanent and for as long as he and his wife were shareholders of Manhattan Fare Corp.

11. The Plaintiff was to be paid originally the sum of up to One Hundred Thousand Dollars annually, which was previously increased by Moneer Issa to the sum of \$12,757.00 per week by Manhattan Fare Corp. In addition, as of January 1, 2022, the Plaintiffs, Cesar Ramirez and Adriana Rodriguez, his wife, were each to receive 25% of all profits generated to the Company as shareholders thereof, along with a \$2,000.00 weekly salary to Adriana Rodriguez.

12. Said Defendants Manhattan Fare Corp. and Moneer Issa received the benefit of the full and faithful performance by the Plaintiff, Cesar

Ramirez, to Manhattan Fare Corp. as Executive Chef, until the Plaintiff was willfully and arbitrarily terminated by the Defendant Issa on July 1, 2023, which termination was intentional, without cause, notice or justification, and without the required unanimous consent of the Plaintiffs, Cesar Ramirez and Adriana Rodriguez, as required by the Stockholder Agreement executed by Plaintiffs, Cesar Ramirez and Adriana Rodriguez, and the Defendants, Issa and Manhattan Fare Corp.

13. The Plaintiff, Cesar Ramirez, is thus owed wages for 71 weeks to the date of the commencement of this action, with such unpaid wages continuing for a total to the date of the commencement of this action of \$905,747.00, less \$20,000.00, for a net loss of income of \$885,747.00 attributable to the Defendants, and weekly thereafter, to the date of entry of judgment in this action.

14. The Plaintiff and his wife have been, for an extended period of time, since January 1, 2022, and continuing to the date of the commencement of this action, shareholders of Manhattan Fare Corp., and the Plaintiff, Cesar Ramirez, has, at all times since the inception of Plaintiff's employment with the Defendants, to the present, been ready, willing, and able to perform his services as the celebrated Three Star Michelin Chef at the Plaintiff's Chef's Table Restaurant, as aforescribed.

15. The Defendant, Moneer Issa, acting both individually and purportedly on behalf of Manhattan Fare Corp. has illegally, willfully and intentionally failed and refused to pay the Plaintiff Cesar Ramirez the agreed upon salary allocable to the pay periods from February 20, 2022 to the present in the amount of \$12,757.00 for each week of services

which continues to date and which will continue until the final judgment to be rendered in this action.

16. The failure of the Defendant, Moneer Issa, individually and on behalf of Manhattan Fare Corp., to pay the Plaintiff, Cesar Ramirez, his earned wages and benefits is unlawful and constitutes a violation of the New York Labor Law §§ 190, *et seq.*, of Article 6 thereof.

17. Accordingly, the Plaintiff, Cesar Ramirez, is entitled to back pay, front pay, liquidated damages, pre-judgment interest, attorneys' fees and statutory penalties of three hundred percent of the total amount of the wages found to be due for a willful violation of the New York State Labor Law for which the Plaintiff demands judgment jointly and severally against both Moneer Issa and Manhattan Fare Corp.

**AS AND FOR A SECOND CAUSE OF ACTION**  
**(Breach of Contract)**

18. Plaintiffs repeat and reallege each and every allegation of paragraphs of this Complaint numbered 1 through 17 inclusive, with the same force and effect as though set forth at length herein.

19. The Defendants, Moneer Issa, acting individually and purportedly on behalf of Manhattan Fare Corp., have breached their contract to pay the Plaintiff for work, labor and services, and are liable to him in the amount of \$885,747.00, plus such additional sums, such as may be found to be due and owing to the Plaintiff, Cesar Ramirez, for breach of his employment agreement based upon the number of weeks for which the Defendants are found to be liable to said Plaintiff upon the trial of this action, for the wrongful termination of his employment.

AS AND FOR A THIRD CAUSE OF ACTION  
(Conversion)

20. Plaintiffs repeat and reallege each and every allegation of paragraphs of this Complaint numbered "1" through "17" inclusive, with the same force and effect as though set forth at length herein.

21. During the course of the employment of the Plaintiff, Cesar Ramirez, by the Defendants, and in his effort to upgrade the standing with the general public and the food critics, the Plaintiff, Cesar Ramirez, did, unilaterally and at his own personal cost, purchase very high end and expensive equipment, furnishings and accoutrements suitable for the most elegant, luxurious and discriminating gourmet tastes, which he loaned without charge to the Defendants for use at its Chef's Table Restaurant locations at 200 Schermerhorn Street, Brooklyn, New York and 431 West 37<sup>th</sup> Street, New York, New York. A schedule of the property converted by the Defendants is annexed hereto as **Exhibit 1**. The schedule is subject to additional items converted by the Defendants, subject to disclosure in discovery, and upon receipt of the same, and the inventory of the property removed from the Plaintiffs residence upon execution of the search warrant by the NYC Police Department.

22. Upon the arbitrary and willful termination of Plaintiff's employment by the Defendants at the instance and instigation of the Defendant, Moneer Issa, as alleged within Paragraph 12 of this Complaint, the Plaintiff, Cesar Ramirez, sought to recover and take possession of his property, equipment and supplies from the Manhattan Fare restaurant at 431 West 37<sup>th</sup> Street, New York, New York, which he owns and to which he was and is entitled, the Defendants failed and refused to allow and permit the Plaintiff to recover possession and

custody of the same. Plaintiff, Cesar Ramirez, has demanded the return of his property from the Defendant, Moneer Issa, who has refused to return the same.

23. By virtue of the Plaintiff's ownership of the equipment and supplies, Plaintiff was and is entitled to immediate possession of the same.

24. In view of the failure and refusal by the Defendants, as well as the NYC Police Department, to permit the Plaintiff to recover possession of his equipment and supplies as aforescribed, and the retention of the same by the Defendants, as well as the Defendants instigation of removal of Plaintiff's property from his home, upon execution of the search warrant, the Defendants are guilty of conversion and instigating conversion and instigating aiding and abetting conversion.

25. By virtue of the foregoing conversion and instigation of conversion by the Defendant Moneer Issa, upon and with the NYC Police Department as herein alleged, the Plaintiff demands judgment for damages sustained by him against the Defendants for the amount of the value of the property converted, together with the costs of this action.

**AS AND FOR A FOURTH CAUSE OF ACTION**  
**(Diversion of Corporate Assets)**

26. Plaintiffs repeat and reallege each and every allegation of paragraphs of this Complaint numbered 1 through 25 inclusive, with the same force and effect as though set forth at length herein.

27. Since the arbitrary, illegal and unjustified termination of the Plaintiff's employment with the Defendants, the Defendant, Moneer Issa, unilaterally and without corporate or shareholder approval or

authorization, has withdrawn, diverted and misappropriated large sums of funds which are the property of Manhattan Fare Corp., believed to be in sums in excess of Four Hundred Thousand (\$400,000.00) Dollars or more, and, in addition, has closed and shuttered the restaurant and suspended its business operations, up to October 4, 2023 when he unilaterally and without authorization or consent of the Plaintiffs, re-opened the restaurant. A copy of the withdrawal of the \$400,000.00 by the Defendant Issa from the account of Manhattan Fare Corp. is annexed as **Exhibit 2**.

28. The conduct of the individual Defendant, Moneer Issa, as aforescribed, constitutes a violation of the fiduciary duty owed by Issa to the Manhattan Fare Corp., as well as to the Plaintiffs, Cesar Ramirez and Adriana Rodriguez, independently, to them, separate and apart from the fiduciary obligations owed by the Defendant Issa to the Manhattan Fare Corp., and the Plaintiffs, which has caused and continues to cause a serious depletion and diversion of the assets and business opportunities belonging to Manhattan Fare Corp., as well as direct harm to the Plaintiffs for damages, as shareholders as well, has reduced and constitutes a serious and continuous threat to the stockholders' equity and value of the shares of stock of the Manhattan Fare Corp., owned by the individual Plaintiffs to the extent of fifty percent (50%) of the issued and outstanding shares of Manhattan Fare Corp., and has actually caused the Manhattan Fare Corp. and the Plaintiffs, as well, to sustain losses extending into the hundreds of thousands or millions of dollars, and has caused the Manhattan Fare Corp. to remain with a net worth a fraction of what the same would have been had the individual Defendant, Moneer Issa, not engaged in such conduct, and the individual Plaintiffs,

to sustain tremendous losses to their equity in Manhattan Fare Corp., and losses of profits and other benefits that derive from their stock ownership in Manhattan Fare Corp., including the reputation of the Plaintiff, Cesar Ramirez, as the Three Star Michelin Chef at Manhattan Fare Corp.'s Chef's Table Restaurant.

29. By reason of all of the foregoing, Manhattan Fare Corp. has suffered and will continue to sustain enormous damages if the individual Defendant, Moneer Issa, is permitted to continue his unlawful activities as heretofore alleged, to the prejudice of the Plaintiffs and Manhattan Fare Corp., as well as in his re-opening of the restaurant unilaterally and in violation of his fiduciary obligations to Manhattan Fare Corp. and the Plaintiffs as fifty percent co-owners thereof.

30. The Plaintiffs seek an immediate Order to require the Defendant, Moneer Issa, to restore all funds of Manhattan Fare Corp. to it, to explain and identify all deposits, withdrawals and transfers of Manhattan Fare Corp. monies, and account for monies into and out of the Manhattan Fare Corp. bank account and confirm, which, in July 2023, was over \$1.2 million; and in addition, that he has not engaged in money laundering with the activity in the Manhattan Fare Corp. account. In addition, since October 4, 2023, the Defendant Moneer has re-opened the restaurant of Manhattan Fare Corp.'s Chef's Table and said Defendant must furnish a full accounting of the business since the re-opening.

31. The relief requested herein is based upon the authority of Higgins v. N.Y. Stock Exchange, 10 Misc.3d 257, Bernstein v. Kelso, 231 A.D.2d 314, 322-323 (1<sup>st</sup> Dept. 1977) which rely upon Tooley v. Donaldson, 845 A.D.2d 103, 1038-9 (Del. Sup.Ct. 2004); Sarnes v. Bally Entertainment

Corp., 722 A.D.2d 1243 (Del. Sup.Ct. 1999); Yatter v. William Morris Agency, 256 A.D.2d 260 (1<sup>st</sup> Dept. 1998); Strougo v. Bassini, 282 F.3d 162 (2<sup>nd</sup> Cir. 2002) settled by 258 F.Supp.2d 254 (SDNY 2003).

**AS AND FOR A FIFTH CAUSE OF ACTION AGAINST DEFENDANT MONEER ISSA**  
**(Defamation)**

32. Plaintiffs repeat and reallege each and every allegation of paragraphs of this Complaint numbered 1 through 31 inclusive, with the same force and effect as though set forth at length herein.

33. On or about and by a writing signed by the Defendant, Moneer Issa bearing date July 17, 2023, the Defendant, Moneer Issa, caused letter to be published publicly, including but not limited to employees of Manhattan Fare Corp. and his attorney, Andrew Glenn, in which he accused and charged the Plaintiff, Cesar Ramirez, with "having engaged in a sustained campaign to steal Company Property (referring to Manhattan Fare Corp.) with a value exceeding \$100,000.00". He also specifically stated in said writing that "Cesar has taken dishware, oven parts and wine (including, but not limited to, two cases of Domaine de la Romanee-Conti, which alone have a value of nearly \$30,000.00)".

34. The Defendant, Issa, also accused the Plaintiff's wife, Adriana, of having "aided and abetted him (referring to the Plaintiff) by helping him take this property away in her car."

35. The Plaintiff was also accused of further alleged misconduct by having "actively recruited restaurant staff to leave Manhattan Fare and join him on some new venture he has been planning . . . in violation of the Stockholders Agreement."

36. The accusations by the Defendant, Moneer Issa, were false and made public to third party persons, including, without limitation, the

employees of the restaurant, Plaintiff's transactional attorneys, and friends and acquaintances of the Plaintiffs, were intentional and are false and malicious, and made within the scope of the association of the Defendant, Moneer Issa, with Manhattan Fare Corp., were without probable cause, were intentional, egregious, malicious and evinced a high degree of willful, evil and unlawful conduct.

37. The statements contained in the writing published by the Defendant, Moneer Issa, are false, were published, without privilege or authorization, by the Plaintiff, Cesar Ramirez, to any third party, constitute defamation *per se* and have charged the Plaintiff with committing a serious crime which constitutes a felony under New York law and would tend to cause injury to the Plaintiff in his profession.

38. By virtue of all of the foregoing, Plaintiff, Cesar Ramirez, demands judgment against the Defendant, Moneer Issa, in such sum as may be determined upon the trial of this action, together with an award for attorneys' fees, exemplary damages of \$25 million and the costs and disbursements of this action.

**AS AND FOR A SIXTH CAUSE OF ACTION**  
**(For Breach of Fiduciary Obligations)**

39. Plaintiffs repeat and reallege each and every allegation of paragraphs of this Complaint numbered 1 through 38 inclusive, with the same force and effect as though set forth at length herein.

40. By virtue of the foregoing, the individual Defendant, Moneer Issa, has breached his fiduciary obligations to the Plaintiffs as shareholders and President and Secretary/Treasurer respectively, of the Manhattan Fare Corporation, and such conduct on the part of the Defendant

Moneer Issa constitutes an abuse of the trust and confidence reposed in the Defendant as such officer of Manhattan Fare Corp.

41. The closing of the Company's profitable restaurant operation, as aforesaid in Paragraph 27, was done for the improper and illegal purpose, and with the wrongful intent, of depriving the Plaintiffs of the employment of the Plaintiff, Cesar Ramirez, and the profits to the Plaintiffs as stockholders of the Company, all of which by the Defendant Issa, is part of his plan to enrich himself to the unjust and improper enrichment and benefit of said Defendant as the half owner of the Manhattan Fare Corp.

42. The Plaintiffs have not, and did not ever consent to ratify or indicate any approval of the conduct of the Defendant Issa as heretofore described.

43. By virtue of the wrongful conduct engaged in by the Defendant Issa, the Plaintiffs have been, and will be damaged in that the value of their proprietary interest, and contractual and employment rights, in Manhattan Fare Corp. will be diminished, with a very substantial diminution of the value.

**AS AND FOR A SEVENTH CAUSE OF ACTION**  
**(Breach of Covenant of Good Faith**  
**Against the Defendant, Moneer Issa)**

44. Plaintiffs repeat and reallege each and every allegation of paragraphs of this Complaint numbered 1 through 43 inclusive, with the same force and effect as though set forth at length herein.

45. Defendant Issa has materially breached his covenant of good faith in his dealings with the Plaintiffs in:

- a) having failed to adhere to and in having breached the terms of the employment of the Plaintiff, Cesar Ramirez;
- b) having converted and diverted to himself or an entity in which he is a principal over \$400,000 to the prejudice of the Company and the Plaintiffs;
- c) having closed the Company restaurant without a *bona fide* reason;
- d) having failed to continue the employment of Cesar Ramirez and to pay his salary;
- e) in having publicly and falsely accused the Plaintiff, Cesar Ramirez, of having stolen property of Manhattan Fare Corp., when in truth and fact, the subject property was owned and paid for by the Plaintiff, Cesar Ramirez;
- f) in having filed a false complaint with the NYC Police Department falsely accusing the Plaintiffs of stealing property of Manhattan Fare Corp., and having the Plaintiff, Cesar Ramirez, arrested, searched, and fingerprinted;
- g) in having the Supreme Court issue a search warrant and having it executed at Plaintiffs' home in front of Plaintiff's wife and children;
- h) in having the NYC Police Department seize the Plaintiffs' property, telephone and computer based upon a false complaint that the Plaintiff, Cesar Ramirez, had stolen company property;

- i) having failed to pay the Plaintiff, Adriana Rodriguez her salary, and upon information and belief while he continued to pay himself and his wife;
- j) having refused to allow Plaintiff, Cesar Ramirez, access to the Company restaurant, and access to examine the financial records of the company;
- k) having failed to otherwise live up to the terms of the agreements with the Plaintiffs by excluding and locking them out from the employment, the Company business activities and its premises and its records.
- l) In Defendant Issa having co-mingled monies from himself or his other entities with the funding and monies of Manhattan Fare Corp. which upon information and belief, constituted illegal laundering of money from unreported sources;
- m) in re-opening the Manhattan Fare Restaurant without the required unanimous consent of the individual Plaintiffs.

46. As a result of the breaches of the covenants of good faith by the Defendant, Moneer Issa, as set forth herein, the Plaintiffs have suffered particular monetary damages, in an amount to be determined at trial, but believed to be no less than \$20,000,000.00, as well as serious and severe mental and emotional damages and consequences.

**AS AND FOR AN EIGHTH CAUSE OF ACTION**  
**(Loss of Plaintiffs' Equity**  
**Interests in Manhattan Fare Corp.)**

47. Plaintiffs repeat and reallege each and every allegation of paragraphs of this Complaint numbered 1 through 46 inclusive, with the same force and effect as though set forth at length herein.

48. The Defendant Issa had engaged in conduct to the detriment of the individual Plaintiffs, Cesar Ramirez and Adriana Rodriguez, both individually, and in his capacity, as an officer and director of Manhattan Fare Corp., since his unilateral and arbitrary, illegal dismissal and discharge of the Plaintiff, Cesar Ramirez, from his employment at Manhattan Fare Corp. on July 1, 2023, and possibly before that date, as follows:

- a) Transferred the sum of \$400,000.00 from the Manhattan Fare Corp. Operating Account to an account whose title is unknown, but whose ownership and equity of the transferee account is that of Moneer Issa, individually, directly or indirectly; which transfer was unknown to the Plaintiffs and which was made by the Defendant Issa without the knowledge or consent of the Plaintiffs;
- b) Issa has co-mingled funds extending to the hundreds of thousands and millions of dollars into the account of the Plaintiff "Chef's Table" in Manhattan Fare Corp., which is believed to be for purposes of fostering Issa's other businesses to the exclusion of the individual Plaintiffs, Jose Martinez and Adriana Rodriguez, or for purposes of money laundering in violation of Federal and State laws;

- c) In re-opening the Chef's Table Restaurant on October 4, 2023 with the unilateral hiring of two chefs to replace the Plaintiff, Cesar Ramirez, which hiring was done without the required consent of the Plaintiff, Cesar Ramirez, and in hiring or re-hiring kitchen and restaurant staff from the re-opening of the Chef's Table Restaurant in Manhattan;
- d) In incurring expenditures on behalf of Manhattan Fare Corp., in the re-opening of the restaurant owned by the Plaintiffs and the Defendant Issa under the new name of Manhattan Fare Corp., without consent of the Plaintiffs as required by the Stockholders Agreement signed by the Plaintiffs and the Defendants;
- e) In unilaterally and arbitrarily causing a substantial and major diminution of the value of the shares in Manhattan Fare Corp. by the Defendant Issa to the detriment of the Plaintiffs;
- f) Causing a diminution of the value of the stockholders' equity by engaging in unnecessary litigation expenses on behalf of Manhattan Fare Corp. at the expense of Manhattan Fare Corp.;
- g) Upon information and belief, charging and paying expenses attributable to the Defendants, individually for personal expenses and not the Plaintiffs or Manhattan Fare Corp.;
- h) In having the Plaintiff, Cesar Ramirez, arrested by the NYC Police Department and charging the Plaintiff with stealing and theft of property of Manhattan Fare Corp., and having requested and caused a search warrant to be issued of the

home of the individual Plaintiffs, and having the Plaintiff, Cesar Ramirez, fingerprinted, photographed and detained by the NYC Police when, in truth and fact, any property the Defendant Issa charged the Plaintiff with stealing was Plaintiff's own property;

- i) In the Defendant Issa having directly issued false statements to the media and the trade that the Plaintiff, Cesar Ramirez, was fired from his employment for stealing property from the restaurant, when, in truth and fact, the Defendant was fully aware and had received documentary evidence filed with this Court, that any property removed from the restaurant was Plaintiff's own property for which receipts and purchase invoices of the Plaintiff's purchases and ownership were known to him.

49. By reason of all of the foregoing, the equity of the Plaintiffs, Cesar Ramirez and Adriana Rodriguez, has been diminished and destroyed by virtue of which, the Plaintiffs seek the judgment of this Court to compel the Defendant, Moneer Issa, to restore the equity in Manhattan Fare Corp., which existed prior to the onset of the misconduct of the Defendant Issa as described within the cause of action, or in the alternative, that judgment be awarded in favor of the Plaintiffs and against the Defendant, Moneer Issa, for such sum as will restore the full value of the capital of Manhattan Fare Corp. as it existed prior to the misconduct of the Defendant, Moneer Issa, together with such other and further relief as to this Court may seem just and proper, together

with attorneys' fees for the prosecution of this action, together with interest according to law and the costs and disbursements of this action.

**AS AND FOR AN NINTH CAUSE OF ACTION**  
**(False Arrest)**

50. Plaintiffs repeat and reallege each and every allegation of paragraphs of this Complaint numbered 1 through 49 inclusive, with the same force and effect as though fully set forth at length herein.

51. On the 3<sup>rd</sup> day of August 2023 and based upon a complaint filed by the Defendant, Moneer Issa, with the New York City Police Department and/or the Office of the District Attorney of the City of New York, at approximately 6:30 P.M. of that day, uniformed members of the NYC Police Department appeared at the home of the Plaintiffs, Cesar Ramirez and his wife, Adriana Rodriguez, and then and there in the presence of the Plaintiff, Adriana Rodriguez, and the children of the Plaintiffs, forcibly detained the Plaintiff, placed the Plaintiff, Cesar Ramirez, under arrest and by handcuffing his arms tightly behind his back and searched the Plaintiff's person and effects, and transported him to a nearby precinct, where he was fingerprinted, photographed, searched, and confined against his will in a holding cell for several hours and charged him, on information and belief, with theft of property based upon the false complaint of Defendant, Moneer Issa.

52. At no time ever did the Plaintiff, Cesar Ramirez, commit any crime or theft of any property, nor did he behave or conduct himself unlawfully in any way as to give rise to a criminal complaint by the Defendant, Moneer Issa, or in any way act unlawfully, to warrant or justify him being arrested, him being taken and removed from his home

in handcuffs, being taken to a local precinct, booked on a felony charge, fingerprinted, photographed, and detained by the police.

53. After being arrested and transported to the local precinct as aforescribed, the Plaintiff, Cesar Ramirez, was transported to Central Booking where he was searched again, photographed again, subjected to a retina scan and further detained in a holding cell for several hours, after which he was arraigned on the false charges of theft which was based upon false, misleading, verbal, undocumented statements provided to the police and/or prosecutors by the Defendant, Moneer Issa, which, upon information and belief, was never fully investigated or corroborated by the NYC Police and prosecutors from the Office of the District Attorney.

54. Following his arraignment, the Plaintiff, Cesar Ramirez, was released on his own recognizance and required to engage legal counsel to protect his liberty and to be available to return to the court on demand.

55. In addition, the Defendant, Moneer Issa, defamed the Plaintiff, Cesar Ramirez, by publishing false information and statements to the NYC Police and/or the Office of the NYC District Attorney, as well as the media, news outlets and trade journals that he knew would be published locally, nationally and internationally, whereby he falsely stated that the Plaintiff had stolen property which belonged to Manhattan Fare Corp., that the Plaintiff, Cesar Ramirez, was arrested for grand larceny, was fired for cause from the restaurant where he was Executive Chef, that his home was searched by the Police, who executed a search

warrant, and that the property which belonged to Manhattan Fare Corp. was taken by the Police from the home of the Plaintiffs.

56. The statements made by, and the conduct of, the Defendant, Moneer Issa, were entirely false, made with malice afterthought, lacked any truth and were made with full knowledge of their falsity, without foundation or any evidence to substantiate or justify the termination of his position as Executive Chef at Manhattan Fare Group, the arrest of the Plaintiff, or the publication of, any accusation of the Plaintiff of stealing any property, knowing that such statements would and did hold the Plaintiff up to public disgrace and ridicule, shame and contempt, all of which caused the Plaintiffs' injuries and damage to the Plaintiffs, Cesar Ramirez's reputation and standing in his profession, and with his wife, his family and business associates.

57. As a result of all of the foregoing, Plaintiff, Cesar Ramirez, has suffered severe injuries and damage to himself, his profession and reputation.

58. Plaintiff, Cesar Ramirez, has sustained, *inter alia*, loss of liberty, economic damages, severe mental anguish, shock, fright, apprehension, embarrassment, humiliation and deprivation of his constitutional rights, all at the behest and instigation of the Defendant, Moneer Issa.

59. By reason of all of the foregoing, the Plaintiff, Cesar Ramirez and Manhattan Fare Corp. have suffered and will continue to sustain tremendous damages if the individual Defendant, Moneer Issa, is permitted to continue his unlawful activities and defamation statements

as heretofore alleged, to the prejudice of the Plaintiffs and Manhattan Fare Corp.

**AS AND FOR AN TENTH CAUSE OF ACTION**  
**(For Intentional and Malicious Infliction**  
**of Emotional Distress Against Moneer Issa)**

60. Plaintiffs repeat and reallege each and every allegation of paragraphs of this Complaint numbered 1 through 59 inclusive, with the same force and effect as though fully set forth at length herein.

61. The Defendant, Moneer Issa, knowingly, intentionally and maliciously caused a false criminal complaint to be filed with the NYC Police Department and/or the Office of the District Attorney of the City of New York against Cesar Ramirez, when he knew or should have known that the Plaintiff, Cesar Ramirez, did not commit any crime, did not steal any property which the Defendant, Moneer Issa, claimed belonged to Manhattan Fare Corp.

62. In furtherance of his malicious conduct, the Defendant Moneer Issa, insisted that the NYC Police arrest the Plaintiff, Cesar Ramirez, issue a search warrant against the individual Plaintiffs, insist that the NYC Police and/or the prosecutors from the Office of the District Attorney prosecute and detain and incarcerate the Plaintiff, Cesar Ramirez, all with malice aforethought and in retaliation against the Plaintiff, Cesar Ramirez, for having initiated a lawsuit against him for non-payment of wages and other civil commercial claims.

63. The conduct and actions of the Defendant, Moneer Issa, was motivated in part by a desire to oust the individual Plaintiffs from their employment, nullify their fifty percent share ownership, and any participation in the business of, Manhattan Fare Corp., as well as to

attempt to secure for himself all of the assets, business and profits of Manhattan Fare Corp. and the enormous profitability of the restaurant to the exclusion of the individual Plaintiffs.

64. Such conduct shocks the conscience of society and can never be, and should never be, tolerated in a civilized society.

65. As a direct result of the conduct of the Defendant, Issa, the Plaintiffs have been rendered sick, sore, lame and disabled, and have suffered both emotional and physical symptoms and damages in a sum in excess of five million dollars.

66. By reason of the aforesaid unlawful and malicious prosecution and criminal charges initiated by the Defendant, Moneer Issa, the Plaintiff was deprived of his liberty, was subjected to great indignity, pain, humiliation, and great distress of mind and body and was held up to scorn and ridicule, and was injured in his fine character and reputation, was prevented from attending to his usual business and profession, was injured in his reputation in the community and the said Plaintiff has been otherwise damaged.

67. By reason of all of the foregoing, the Plaintiff was injured in mind and body, still suffers and upon information and belief, will continue to suffer great mental pain, and was rendered emotionally and mentally distressed and so remains.

68. Plaintiff seeks judgment for the false arrest and malicious prosecution in such sum as may be awarded upon the trial of this action, but in no event less than five million dollars.

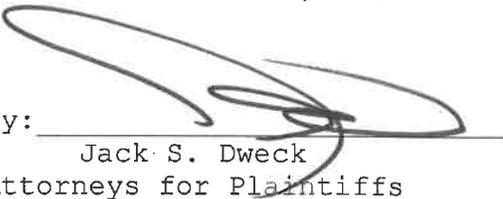
**WHEREFORE**, Plaintiffs demand judgment against the Defendants, as follows:

- a) On the First Cause of Action that the Defendants, Moneer Issa and Manhattan Fare Corp., violated the New York State Labor Law, by failing to pay wages to the Plaintiff, Cesar Ramirez, in the sum of not less than \$885,747.00 to the date of the commencement of this action, which should be tripled, along with an award of attorneys' fees for the prosecution of this action and, in addition, for all front pay found to be due to the Plaintiff upon the trial of this action;
- b) On the Second Cause of Action for breach of contract in such sum as will be determined upon the trial of this action, to be due to Cesar Ramirez, but in no event less than \$885,747.00, plus such other sums found to be due to said Plaintiff for front pay and, in addition, for statutory penalties and pre-judgment interest and attorneys' fees;
- c) On the Third Cause of Action against the Defendants for conversion for the sum found to be due to the Plaintiff for the value of his property converted by the Defendant, Moneer Issa;
- d) On the Fourth Cause of Action for a judgment which orders and directs the Defendant, Moneer Issa, to fully account for all income and expenses on behalf of Manhattan Fare Corp., and return all funds of Manhattan Fare Corp.

- removed and diverted by him to Manhattan Fare Corp.; to allow Plaintiffs access to the restaurant of Manhattan Fare Corp. at 431 West 37<sup>th</sup> Street, New York, New York;
- e) On the Fifth Cause of Action for damages against the Defendant, Moneer Issa, for defamation and trade libel of the Plaintiff, Cesar Ramirez, in such sum as may be determined upon the trial of this action;
  - f) On the Sixth, Seventh, Eighth, Ninth and Tenth Causes of Action for such damages to the Plaintiffs as may be determined upon the trial of this action;
  - g) together with an award of attorneys' fees for the prosecution of this action;
  - h) for exemplary damages of not less than Ten Million (\$10,000,000.00) Dollars;
  - i) together with pre-judgment interest according to law and the costs and disbursements of this action.

Dated: New York, New York  
October 23, 2023

THE DWECK LAW FIRM, LLP

By: 

Jack S. Dweck  
Attorneys for Plaintiffs  
1 Rockefeller Plaza, Suite 1712  
New York, NY 10020  
212-687-8200

**VERIFICATION**

STATE OF NEW YORK        )  
                                  )        ss:  
COUNTY OF NEW YORK     )

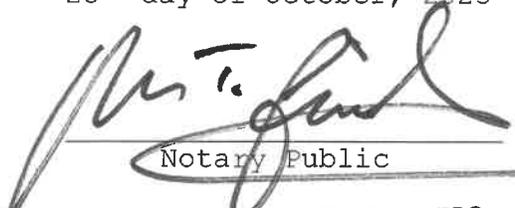
JACK S. DWECK, being duly sworn, deposes and says:

I am a member of The Dweck Law Firm, LLP, attorneys for the Plaintiffs in the above entitled proceeding. I have read the Amended Verified Complaint, know the contents thereof and the same is true to my knowledge except those matters therein which are stated to be alleged upon information and belief and as to those matters I believe them to be true. My belief as to those matters therein not stated upon knowledge is based upon communications with our clients and information and documents furnished to me.

The reason I make this verification instead of the Plaintiffs is that my office is located in a county other than the county where the Plaintiffs reside.

  
\_\_\_\_\_  
JACK S. DWECK

Sworn to before me this  
23<sup>rd</sup> day of October, 2023

  
\_\_\_\_\_  
Notary Public

**ROURKE T. FEINBERG**  
Notary Public, State of New York  
No. 02FE6430374  
Qualified in Suffolk County  
Commission Expires March 14, 2026