

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

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

Plaintiffs and Counterclaim-
Defendants,

v.

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

Defendants and
Counterclaim-Plaintiffs.

Hon. Leon Ruchelsman

Index No. 521206/2023

**VERIFIED ANSWER AND
COUNTERCLAIMS**

ANSWER

Defendants Moneer Issa, Manhattan Fare Corp., and 431 Food Market Corp. answer the Amended Complaint of plaintiffs Cesar Ramirez and Adriana Rodriguez, the allegations of which are reproduced below with defendants' answers interlineated therewith, as follows:

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.

RESPONSE: Insufficient information.

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.

RESPONSE: Denied as irrelevant.

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

RESPONSE: Admitted.

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 37th 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 37th Street, New York, New York.

RESPONSE: Admitted.

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.

RESPONSE: Denied.

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.

RESPONSE: Denied.

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.

RESPONSE: Denied.

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".

RESPONSE: Insufficient information.

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 37th 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.

RESPONSE: Denied.

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.

RESPONSE: Denied.

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.

RESPONSE: Denied.

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.

RESPONSE: Denied.

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.

RESPONSE: Denied.

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.

RESPONSE: Denied.

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.

RESPONSE: Denied.

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.

RESPONSE: Denied.

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.

RESPONSE: Denied. This Labor Law claim was previously dismissed in part by the Court.

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.

RESPONSE: No response required.

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.

RESPONSE: Denied.

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.

RESPONSE: No response required.

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 37th 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.

RESPONSE: Denied.

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 37th 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.

RESPONSE: Denied.

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

RESPONSE: Denied.

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.

RESPONSE: Denied.

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.

RESPONSE: Denied.

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.

RESPONSE: No response required.

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.

RESPONSE: Denied.

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.

RESPONSE: Denied. This cause of action was dismissed by the Court's Decision and Order, dated January 2, 2024 and filed January 16, 2024.

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.

RESPONSE: Denied. This cause of action was dismissed by the Court's Decision and Order, dated January 2, 2024 and filed January 16, 2024.

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.

RESPONSE: Denied. This cause of action was dismissed by the Court's Decision and Order, dated January 2, 2024 and filed January 16, 2024.

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 (1st 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 (1st Dept. 1998); Strougo v. Bassini, 282 F.3d 162 (2nd Cir. 2002) settled by 258 F.Supp.2d 254 (SDNY 2003).

RESPONSE: Denied. This cause of action was dismissed by the Court's Decision and Order, dated January 2, 2024 and filed January 16, 2024.

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.

RESPONSE: No response required.

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)".

RESPONSE: Denied.

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."

RESPONSE: Denied.

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."

RESPONSE: Denied.

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.

RESPONSE: Denied.

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.

RESPONSE: Denied.

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.

RESPONSE: Denied.

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.

RESPONSE: No response required.

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.

RESPONSE: Denied.

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.

RESPONSE: Denied.

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.

RESPONSE: Denied.

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.

RESPONSE: Denied.

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.

RESPONSE: No response required.

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.

RESPONSE: Denied.

46. As a result of the breaches of the covenants of good faith by 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.

RESPONSE: Denied.

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.

RESPONSE: No response required.

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.

RESPONSE: Denied. This cause of action was dismissed by the Court's Decision and Order, dated January 2, 2024 and filed January 16, 2024.

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.

RESPONSE: Denied. This cause of action was dismissed by the Court's Decision and Order, dated January 2, 2024 and filed January 16, 2024.

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.

RESPONSE: No response required.

51. On the 3rd 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.

RESPONSE: Insufficient information. In any event, no response is required because this cause of action was dismissed by the Court's Decision and Order, dated January 2, 2024 and filed January 16, 2024.

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.

RESPONSE: Denied. This cause of action was dismissed by the Court's Decision and Order, dated January 2, 2024 and filed January 16, 2024.

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.

RESPONSE: Denied. This cause of action was dismissed by the Court's Decision and Order, dated January 2, 2024 and filed January 16, 2024.

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.

RESPONSE: Insufficient information. No response is required because this cause of action was dismissed by the Court's Decision and Order, dated January 2, 2024 and filed January 16, 2024.

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.

RESPONSE: Denied. This cause of action was dismissed by the Court's Decision and Order, dated January 2, 2024 and filed January 16, 2024.

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.

RESPONSE: Denied. This cause of action was dismissed by the Court's Decision and Order, dated January 2, 2024 and filed January 16, 2024.

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

RESPONSE: Denied. This cause of action was dismissed by the Court's Decision and Order, dated January 2, 2024 and filed January 16, 2024.

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.

RESPONSE: Denied. This cause of action was dismissed by the Court's Decision and Order, dated January 2, 2024 and filed January 16, 2024.

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.

RESPONSE: Denied. This cause of action was dismissed by the Court's Decision and Order, dated January 2, 2024 and filed January 16, 2024.

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.

RESPONSE: No response required.

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.

RESPONSE: Denied. This cause of action was dismissed by the Court's Decision and Order, dated January 2, 2024 and filed January 16, 2024.

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.

RESPONSE: Denied. This cause of action was dismissed by the Court's Decision and Order, dated January 2, 2024 and filed January 16, 2024.

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.

RESPONSE: Denied. This cause of action was dismissed by the Court's Decision and Order, dated January 2, 2024 and filed January 16, 2024.

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

RESPONSE: Denied. This cause of action was dismissed by the Court's Decision and Order, dated January 2, 2024 and filed January 16, 2024.

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.

RESPONSE: Denied. This cause of action was dismissed by the Court's Decision and Order, dated January 2, 2024 and filed January 16, 2024.

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.

RESPONSE: Denied. This cause of action was dismissed by the Court's Decision and Order, dated January 2, 2024 and filed January 16, 2024.

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.

RESPONSE: Denied. This cause of action was dismissed by the Court's Decision and Order, dated January 2, 2024 and filed January 16, 2024.

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.

RESPONSE: Denied. This cause of action was dismissed by the Court's Decision and Order, dated January 2, 2024 and filed January 16, 2024.

RESPONSE TO PRAYER FOR RELIEF

Plaintiffs are not entitled to the relief sought or to any other relief as against Defendants.

DEFENSES AND AFFIRMATIVE DEFENSES

Defendants interpose the following affirmative defenses, and in so doing, do not undertake any burden to prove any defense or defenses other than as imposed by law.

FIRST AFFIRMATIVE DEFENSE

Plaintiffs' claims fail to state a claim upon which relief may be granted.

SECOND AFFIRMATIVE DEFENSE

Plaintiffs' claims are barred in whole or in part by applicable statutes of limitations and/or the doctrine of laches.

THIRD AFFIRMATIVE DEFENSE

Plaintiffs' claims are barred in whole or in part by the Statute of Frauds.

FOURTH AFFIRMATIVE DEFENSE

Plaintiffs' claims are barred in whole or in part by the doctrines of waiver and equitable estoppel.

FIFTH AFFIRMATIVE DEFENSE

Plaintiffs' claims are barred by the equitable doctrine of unclean hands.

SIXTH AFFIRMATIVE DEFENSE

Plaintiffs' claims are barred in whole or in part for failure to mitigate damages.

SEVENTH AFFIRMATIVE DEFENSE

Plaintiffs' claims are barred in whole or in part because plaintiffs materially breached their employment agreements with Manhattan Fare, which material breaches excused and/or justified Manhattan Fare's nonperformance, if any.

EIGHTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred in whole or in part by the faithless servant doctrine.

COUNTERCLAIMS

Counterclaim-Plaintiffs Moneer Issa, Manhattan Fare Corp., and 431 Food Market Corp., for their counterclaims against Counterclaim-Defendants Cesar Ramirez and Adriana Rodriguez, allege upon knowledge as to themselves and otherwise upon information and belief as follows:

NATURE OF ACTION

1. In this action, Moneer ("Moe") Issa, as the founder of both the Chef's Table restaurant and the underlying company, Manhattan Fare, seeks monetary damages from Cesar Ramirez, who had been hired by Issa as the restaurant's head Chef, and from Ramirez's wife, Adriana Rodriguez. Both Ramirez and Rodriguez engaged in systematic fraud, breaches of fiduciary duty and outright theft, including theft of Chef's Table's cookware, plateware and proprietary customer list and social media accounts. They engaged in long-standing deception and efforts to conceal their covert wrongful conduct, including corporate sabotage, in order to inflict maximum economic and reputational damage on Manhattan Fare and Issa and thereby to

gain an unfair and undeserved advantage in establishing their own long-planned competing restaurant.

2. For fourteen years Moe Issa worked tirelessly to make Chef's Table a business success and renowned top-tier New York City restaurant. Issa started the business in 2009 and brought on Ramirez as the Head Chef. Issa generously compensated Ramirez, even as he operated the restaurant on tight margins to provide high quality fine dining to its patrons at the most reasonable prices consistent with haute cuisine. Ramirez, however, betrayed Issa's trust.

3. With each passing year, Ramirez demanded more and more compensation. In 2018, he demanded that Issa sell him a residential condominium in Clinton Hill Brooklyn at a below-market price, promising in return to dedicate himself full-time to the success of Chef's Table. Within a few years, Ramirez complained that the sweetheart deal on his condo was not enough. Then, in 2022, he demanded to be made a 50% shareholder (25% for him and 25% to be held in the name of his spouse, Rodriguez) in Manhattan Fare, the entity that owned the Chef's Table restaurant. Issa, who implicitly trusted Ramirez, acceded to his demands only to discover later that Ramirez had fraudulently induced Issa into the company's Stockholders Agreement and that Ramirez had no intention of honoring his fiduciary duties to the company or his various promises to Issa. He was, in truth, using Issa to launch his own restaurant venture while, at the same time, sabotaging Manhattan Fare and Chef's Table.

4. To carry out his scheme, Ramirez stole company property as well as expensive wine and cooking and plateware items owned by Issa and his company, 431 Food Market Corp. (owned 100% by Issa); he defamed Issa to others in the industry; and he enlisted company workers to injure Chef's Table business and to coopt its social media accounts and its confidential proprietary customer list that took Issa over a decade to cultivate. Out of pure – and

ultimately self-defeating – greed, he thus committed outright theft, defamation, and computer crimes and other forms of corporate sabotage, inflicting millions in damages on Issa and his companies.

5. Even in bringing this action, Ramirez and his co-defendant spouse are acting in utter bad faith. They make knowingly false claims in this action solely to maliciously smear Issa's reputation in the restaurant business, including falsely accusing him of criminal embezzlement of \$400,000 in company funds withdrawn on July 3, 2023, right after Issa fired Ramirez as Head Chef. But as the objective documentary evidence proves, these funds were removed to prevent Ramirez, who had signatory rights to the company account, from absconding with this money. The funds were replaced in the account as needed just days later on July 6 and 10 (both in increments of \$200,000) and were used to pay the company's outstanding and ordinary business expenses. Despite knowing all this, and despite the fact that this evidence is incontrovertible, Ramirez and his wife persist in falsely accusing Issa of theft of money that was indisputably used for company business. (Issa fully intends to seek legal redress, when the claim is ripe, for Ramirez's and Rodriguez's malicious prosecution.)

6. Accordingly, Issa, Manhattan Fare and 431 Food Market counterclaim in this action against Ramirez (and his spouse for her role in aiding and abetting her husband) for breach of fiduciary duty, fraudulent inducement, conversion, breach of contract, trespass against chattel, misappropriation of trade secrets, unfair competition, illegal access of computer data, including violation of the federal Computer Fraud and Abuse Act, and destruction of company property.

FACTS

A. Chef's Table

7. Issa created The Chef's Table at Brooklyn Market ("Chef's Table") in or around 2009. At that time, he operated the restaurant as the sole owner, eventually operating it through Manhattan Fare Corp. (the "Company"), of which, at its inception and for years afterward, Issa was the 100% owner.

8. Issa recruited Ramirez to act as the Head Chef for Chef's Table. In the early years, through the work of Issa and with Ramirez as the Head Chef, the business thrived. Over the course of many years, Chef's Table cemented its reputation as a top-tier New York City restaurant, renowned for fine dining. Moreover, the restaurant earned a reputation for generous food portions and comped amenities. In this period, the restaurant, with the cooking and food service controlled by Ramirez, often provided complementary drinks and dishes at significant cost to the restaurant, and strove to provide the finest dining experience.

9. In this way, Chef's Table garnered a loyal following of fine-dining patrons, including celebrities and high net-worth individuals and families who frequent some of the best fine-dining restaurants in the world. Under Issa's auspices, Manhattan Fare cultivated a clientele list as well as started and developed well-regarded social media accounts on, for example, Instagram.

B. Clinton Hill Condo Deal

10. At the beginning Issa viewed his business relationship with Ramirez as mutually beneficial and viewed Ramirez as a friend. Ramirez often professed loyalty to Issa and to the success of Chef's Table. The ever-growing success of Chef's Table enhanced Ramirez's reputation as a talented chef.

11. Ramirez was well compensated by Manhattan Fare, making substantial earnings each year, commensurate with the success of Chef's Table. In fact, Issa went out of his way to pay Ramirez above-market even during lean years when the restaurant was operating on small profit margins. For example, throughout the 2020 pandemic shutdown, Issa paid Ramirez far above what the restaurant could afford during that time when, due to shut downs and pandemic restrictions, the demand for in-restaurant dining was practically nonexistent and, even when the City began to reopen, the seatings were of necessity far smaller than normal each night.

12. Starting before the pandemic, in about 2018, Ramirez told Issa he was dissatisfied with his own personal wealth and that he wanted to be included in some of Issa's real-estate development projects, even though they were entirely unrelated to Manhattan Fare's restaurant business. Ramirez threatened to leave Chef's Table unless he was provided with a personal residence in New York. Out of friendship and concern for Ramirez and the financial well-being of his family, Issa was willing to discuss ways to assist Ramirez in acquiring a luxury condominium unit in one of the properties Issa was developing with other partners in Clinton Hill, Brooklyn. In return for Issa's largess, Ramirez promised to dedicate himself full time for the foreseeable future to the continued success of Chef's Table.

13. On that basis, Issa arranged to sell Ramirez one of the Clinton Hill condominium units at a price that was generously favorable to Ramirez. The sale price was so below market that Issa had to surrender some of his shares in the project to his partners to garner their agreement to the transaction. Issa even arranged for upgrades to the unit to Ramirez's specifications, including making the unit a triplex, instead of the planned duplex, and installing high-end ovens and other kitchen appliances. In this way Issa personally substantially subsidized Ramirez's purchase of the Clinton Hill property, which became Ramirez' primary residence.

14. Ramirez, however, never intended to honor the promise he made for such favorable terms. In fact, he was already planning to take advantage of Issa's largess and to use Chef's Table to launch his own restaurant business instead of continuing to work loyally for Manhattan Fare and its employees and staff.

C. Stockholders Agreement

15. In late 2021, Ramirez threatened to quit again, in breach of his promise to Issa in connection with the condo deal. He demanded 50% ownership of Manhattan Fare, later changing it to a demand that he and his wife each be granted a 25% ownership. Once again, Issa agreed.

16. The parties entered into the written Stockholders Agreement, dated January 1, 2022, which documented that Issa diluted his 100% ownership of Manhattan Fare by granting a collective 50% share to Ramirez and his spouse. The Agreement stipulated that both Ramirez and Issa are appointed as board members of the two-member Board of Directors of the Company. It also provided that Ramirez is appointed as Executive Chef of Chef's Table and as the Company Co-Chief Operating Officer, along with Moe Issa as Co-COO. Issa was also designated as the Company secretary and treasurer.

D. Ramirez's Perfidy and Systematic Theft

17. Ramirez, however, lied to Issa. He had no intention of staying with Chef's Table or faithfully executing his fiduciary duties as a Board member and as Executive Chef. He concealed and withheld from Issa that he was already making plans to start his own restaurant and to work full time for his own business venture in competition with Chef's Table.

18. In fact, at the same time he was negotiating the terms of the Stockholders Agreement with Issa, Ramirez was actively negotiating with landlords for possible Manhattan

locations for his new restaurant. He also put into motion plans to steal equipment from Chef's Table and from Issa's other company 431 Food Market. And he began his efforts to recruit Chef's Table employees and to enlist them to help him obtain the Company's customer lists and other trade secrets. He concealed all of this from Issa at the time the parties entered into the Stockholders Agreement, inducing Issa into the agreement by these material omissions.

19. Under the Agreement, Ramirez was to continue to receive wages for his work as Head Chef. He negotiated to be paid as much as \$12,757 per week, for an annual salary of \$663,364. In 2022, on the advice of the Company accountant, the parties agreed for tax planning purposes to reduce Ramirez's wages to \$2,000/week, and to provide concomitantly increased profit distributions to him and his spouse, such that at all relevant times Ramirez received more than the amount he would have otherwise received in annual wages. Between the salary and monthly profit distributions Ramirez received from February 2022 through July 1, 2023, when his employment was terminated, he received significantly more than the amount he would have had he been paid each week in that period the weekly salary of \$12,757. The Company records show that for the first half of 2023, he was paid the gross amount of \$52,000 in salary and over \$1.3 million in profit distributions. The total he received in wages and profit distributions for the 26 weeks he worked in 2023 amounts to an average of \$52,000/week – well above the contractual amount of \$12,757.

20. Although Ramirez agreed to this – which, through significant tax savings, was in his own financial interest – he periodically complained to Issa that he wanted both his previous salary and the increased profit distributions. But that was financially unfeasible: Obviously the increase in expenses (in the form of executive wages paid to Ramirez) would reduce the profits from which the Company could make distributions. In response to Ramirez's complaints, Issa

told him that if he wanted to hold the Company to the wage agreement, he could do so, but that his profit distributions would be reduced accordingly. Ramirez took no steps to revert to his previous salary arrangement.

21. Starting shortly after he became a *de facto* 50% owner (with his wife), Ramirez took steps to degrade the quality of Chef's Table cuisine in order to inflate the profits of the Company. He stopped comping drinks and desserts to patrons and started using lesser quality ingredients and smaller portions in preparing the Chef's Table meals. In doing so, he intended to squeeze profits from the Company while simultaneously hurting the restaurant's reputation and sowing disaffection with its clientele. This was all part of Ramirez's plan to defect from Chef's Table and start his own competing restaurant.

22. He also intended to lure away valuable Company employees and restaurant staff, and to outright steal plateware, cookware, and cooking equipment. Starting in 2022, Ramirez began to complain to Chef's Table staff and workers that Issa had cheated him and was cheating them as well. He expressly tried to convince a head captain of the restaurant to leave Manhattan Fare and work for him in his competing restaurant. Ramirez confided in and began his efforts to lure the head captain away from Manhattan Fare around the time that he was inducing Issa to sign the Stockholders Agreement. He eventually told the head captain that he had been scouting real estate, including in Soho in Manhattan, as sites for his new restaurant. He went so far as to offer a \$1 million signing bonus to tempt the Chef's Table head captain to join him.

23. Ramirez also induced this same employee to send him Manhattan Fare's confidential proprietary customer list. That list had been compiled and refined over the past decade of Issa's operation of the restaurant. It consisted of computer files containing customer contact and financial information as well as individualized notes about each customer's

preferences and idiosyncrasies. It thus consists of nonpublic information and is not replicable through public sources, and was held in strict confidence at Manhattan Fare. In his discussions with the Company employee, in which Ramirez was trying to tempt him with signing bonuses, Ramirez persuaded him to send the Company customer list to Ramirez's private email account.

24. Around the same time, this same Company head captain and other Company staff reported to Issa that Ramirez was taking plateware and cooking items from the restaurant late at night after the last seating. Issa thereafter installed additional security cameras. These cameras revealed that, starting in the months leading up to July 2022, Ramirez was systematically removing from the restaurant hundreds of thousands of dollars' worth of plateware and cooking items that belonged to Manhattan Fare and spiriting them to his wife, defendant Rodriguez, who was waiting outside in her car to transport the Company property to their Brooklyn home. Through eyewitness testimony from Company staff and security camera recordings, Issa has documented that among other property, Ramirez and his wife stole the following (which, collectively, is referred to herein as the "Stolen Property"):

- a. \$100,000 worth of fine wine that belonged to Issa personally and was stored in a storage room owned by 431 Food Market;
- b. Over \$300,000 in stove top panels that belonged to Manhattan Fare;
- c. Over \$500,000 in plateware, cutlery, and cooking pots and pans that belonged to Manhattan Fare including, for example, Citeaux cutlery and plateware, serving trays, and Caviar Spoons from DeVine Corp.; tableware and Egg Cups from Furstenberg; Biscuit Windlight Blues and Flower Windlights from Studio Pieter Stockmans; baking mats and food pans from M. Tucker (division of Singer NY LLC); and Citeaux cutlery and plateware, Perles plateware and pots, Crumb

Sweepers, Ercuis Sauce Pans and Tongs, Champagne buckets, and trays from Magda Michaud, Quality Tableware, LLC;

- d. Over \$ 65,0000 in plateware that belonged to 431 Food Market, including, for example, Citelle dinner and pastry plates, bowls and cutlery from the DeVine Corp.; Velvet Pasta Bowls/Plates, Velvet Coup Plates, Velvet SM Pedestal Cups, Velvet Dessert Bowls, Pulse Pasta and Soup Bowls, Pulse Shallow Pate Rims, Spectrum Bowls, Velvet Tasting Spoons, and Granat Dessert Plates, from Julia Watts, LLC; and silverplated Citeaux teaspoons and Eclipse Silver spoons from M. Tucker (division of Singer NY LLC) and The Silver Peacock.
25. Ramirez and his wife took the Stolen Property to both sabotage the Company and to use and convert that property to their own personal benefit by using it for their planned new restaurant.
26. Issa also later discovered that Ramirez and his wife had coopted the Chef's Table social media accounts, including the Company's Instagram account and username (@chefstableatbf) used to advertise and communicate with the Company's customers and social media "followers"¹ (the "Social Media Accounts"). Ramirez and his wife attained access to these accounts under false pretenses and, in preparing to leave Manhattan Fare, changed the passwords, blocking Issa and the Company from accessing the account and reaching their 30,000 followers. Ramirez and his wife deleted the @chefstableatbf username and deleted images and postings from account, renamed the account to @cesar.newyork, and repurposed these Social

¹ Social media followers are individuals who subscribe to or follow a user's profile or account on various social media platforms. When someone follows another user, they receive updates, posts, and content shared by that user in their own feed. The concept of followers is common across platforms such as Instagram, Twitter, Facebook, LinkedIn, and others.

Media Accounts to promote themselves and their new restaurant venture to the detriment of Manhattan Fare. In this way, they stole this social-media property from the Company. This is property that was based on the skill, expenditures, and labors of the Company in cultivating a social media following of approximately 30,000 followers. Defendants misappropriated it for their own personal and commercial advantage.

E. Ramirez's Corporate Sabotage

27. After Issa discovered Ramirez's theft, he fired Ramirez as the Head Chef and closed Chef's Table while he conducted a full internal investigation and found a replacement chef. When Issa and one of the Company head captains confronted Ramirez about this theft, Ramirez confessed in a telephone conversation that he had stolen the items. On behalf of himself and on behalf of 431 Food Market and Manhattan Fare, Issa demanded that Ramirez and Rodriguez return this property. Ramirez promised he would return them. He never did.

28. Instead, he instigated this action. His lawsuit, however, is wholly based on the knowingly false claims that Issa had treated him unfairly and supposedly "embezzled" \$400,000 from the Company. At all times, Ramirez knew this claim to be false. He asserted it anyway with the malicious intent to publicly defame Issa and to damage Manhattan Fare's restaurant business.

29. Ramirez brought repeated motions seeking injunctive relief, first to prevent Issa from closing down Chef's Table, and then another series of motions to try to prevent Issa from reopening and operating Chef's Table without a court-appointed receiver. In each instance, his relentless series of burdensome and wasteful motions – which were meritless on both the law and the facts – failed.

30. While pursuing his ill-advised and ultimately fruitless litigation strategy, Ramirez and his wife also set out to sabotage the Company and Chef's Table after it reopened in October of last year. Using unlawful means, Ramirez and his wife gained access to the Company's computer customer-reservation system, a third-party proprietary system owned by OpenTable, Inc. After gaining unlawful access to the reservation system, they deactivated various system settings, including settings that required customers to pay a deposit upon making a reservation and preventing cancellations within seven days of the reservation unless a cancellation penalty was paid. Issa and Company personnel were unaware of Ramirez's infiltration into this reservation system. It was discovered only when Ramirez and his wife sprung their trap: They had used their unauthorized access to the computer reservation system to make weeks' worth of hundreds of fictitious reservations using false identities and then each day cancelled the false reservations at the last minute over the course of approximately two weeks causing Manhattan Fare hundreds of thousands of dollars in damages and lost profits.

F. Damages and Irreparable Harm

31. Each of Ramirez's instances of theft, trespass and property damage, computer crimes, breach of fiduciary duty, defamation, and fraud caused substantial economic and non-economic injury to Issa, Manhattan Fare and 431 Food Market.

32. Ramirez's and Rodriguez's theft of Company property and of Issa's wine caused counterclaim-plaintiffs the loss of property in excess of \$500,000. Ramirez's breaches of fiduciary duty and fraudulent inducement of Issa to agree to the Stockholders Agreement caused substantial monetary losses both to the Company and to Issa personally. Their sabotage of the Company reservations also caused substantial loss of profits, in the hundreds of thousands of

dollars, as well as out of pocket expenses incurred in investigating and repairing the computer security breach.

33. As a result of Ramirez's and Rodriguez's improper access, theft, and commandeering of the Social Media Accounts, Manhattan Fare has suffered irreparable harm in a multitude of ways. The Social Media Accounts serve as powerful advertising platforms through which the Company displays and identifies new dishes and cuisine, promotes Chef's Table, and captures the interest of both potential and actual customers. To remain competitive, the Company needs to be able to continually modify and update the content on the Social Media Accounts to showcase its restaurant and draw interest from account followers. The Company's ability to control the content of the Social Media Accounts and market to its once 30,000 strong follower base is critical to maintaining the strong Internet presence of Chef's Table, and the Company's reputation, and the goodwill it has created among potential and actual customers who follow the Social Media Accounts.

34. If the Company is not able to control and access the Social Media Accounts that it owns, it will suffer irreparable harm because it will lose one of its primary methods for communicating directly and easily with potential and actual customers. The Social Media Accounts serve as a significant communication platform through which the Company not only promotes its products, but also engages directly with potential and actual customers to provide immediate answers to customer inquiries about its goods and services, deliver customer service, promote the Chef's Table brand, and create a personalized relationship between the Company and its restaurant goers.

35. The Company will also suffer irreparable harm if counterclaim-defendants are not enjoined and restrained from using proprietary and confidential Company information, including

the Company customer list, to launch their new restaurant or to solicit or call upon any of Chef's Table's customers. This information is available to and was accessed by counterclaim-defendants only through their wrongful and unlawful access to and misappropriation of Company confidential information. Allowing counterclaim-defendants to use confidential Company information to their commercial advantage to the detriment of Manhattan Fare's good will and business reputation will invariably irreparably harm Manhattan Fare.

FIRST CAUSE OF ACTION
(Fraudulent Inducement)

36. Counterclaim-plaintiff Issa repeats and realleges the foregoing paragraphs as if fully set forth herein.

37. In the parties' negotiation of the Stockholders Agreement, counterclaim-defendant Ramirez made materially false statements and omissions, as set forth with particularity above, on which he intended Issa to rely and on which Issa did reasonably rely.

38. Among other falsehoods, Ramirez concealed from Issa that he was taking active steps to launch his own competing restaurant and that he intended to use the Stockholders Agreement to maximize his personal profits from Manhattan Fare while simultaneously undermining the Chef's Table brand and quality to disaffect its customers and ultimately to steal these customers from Manhattan Fare with the help of the purloined Company proprietary customer list and the cookware and plateware he intended to steal, and later did steal, from Issa, Manhattan Fare and 431 Food Market.

39. In making these materially false statements and omissions, Ramirez intended to deceive and defraud Issa.

40. Ramirez' false statements and omissions and fraudulent inducement of Issa into

the Stockholders Agreement damaged Issa, causing loss of profits and damage to both Issa's reputation and the Chef's Table brand, in an amount to be proven at trial.

SECOND CAUSE OF ACTION
(Breach of Fiduciary Duty)

41. Counterclaim-plaintiffs Issa and Manhattan Fare repeat and reallege the foregoing paragraphs as if fully set forth herein.

42. At all times relevant, counterclaim-defendant Ramirez owed fiduciary duties to Manhattan Fare as a corporate officer and director and he owed fiduciary duties to Issa as a fellow shareholder who relied on Ramirez's unique skills and specialized knowledge as the Company Head Chef.

43. Ramirez breached his fiduciary duties to both Manhattan Fare and Issa when, as recounted with particularity above, he undermined the quality of food prepared and served by Chef's Table, solicited Company high ranking employees to leave Manhattan Fare's employ, misappropriated Company property for his own personal use, and stole the Company's proprietary customer list and Social Media Accounts.

44. In breaching his duties, Ramirez intended to damage and did damage Manhattan Fare's restaurant business.

45. At all times relevant, counterclaim-defendant Adriana Rodriguez knew that her co-defendant Ramirez owed fiduciary duties to Manhattan Fare and Issa. She nonetheless knowingly aided and abetted Ramirez in breaching these duties by assisting Ramirez in stealing Company property and property belonging to 431 Food Market and Issa (as recounted with particularity above), including transporting the stolen goods to her and Ramirez's Brooklyn home, by scheming with Ramirez to open a competing restaurant with the stolen property and

using the Company's stolen proprietary customer list, and by gaining illegal access to the Company's computerized dinner reservation system, and sabotaging that system (as described above) so that the Chef's Table restaurant was losing up to twenty reservations per night for multiple nights over two weeks in October 2023.

THIRD CAUSE OF ACTION
(Conversion)

46. Counterclaim-plaintiffs repeat and reallege the foregoing paragraphs as if fully set forth herein.

47. The Stolen Property, as specified with particularity above, belonged to Moe Issa, Manhattan Fare and/or 431 Food Market. At no relevant time did counterclaim-defendant Ramirez own any interest in any of the Stolen Property. At no time was Ramirez authorized to take such property, to remove it from the premises of Manhattan Fare and 431 Food Market or otherwise to use such property for his own personal use or for a competing business established or to be established by Ramirez.

48. Without authority and during the period identified above with reasonable particularity based upon the evidence available so far, Ramirez unlawfully and wrongfully took the Stolen Property in order, and with the intent, to deprive the owners of possession of said property, and by doing so, did deprive the owners of said property.

49. As detailed above, Issa, Manhattan Fare and 431 Food Market demanded the return of the Stolen Property. Defendants refused.

50. The Social Media Accounts, identified with particularity above, including the @chefstableatbf account and username, were at all relevant times owned by and the property of Manhattan Fare. Counterclaim-defendants Ramirez and Rodriguez took possession of said

accounts and changed the password without authority or permission and with the intent to deprive the owner of possession of the accounts. Specifically, defendants converted the @chefstableatbf username and account and changed the name from @chefstableatbf to @cesar.newyork. In doing so, Ramirez and Rodriguez deprived Manhattan Fare of possession of its property.

51. As a result of counterclaim-defendants' wrongful conduct described herein, Issa and Manhattan Fare are suffering and will continue to suffer irreparable injury for which they are entitled to injunctive and equitable relief as well as monetary damages in an amount to be determined at trial.

FOURTH CAUSE OF ACTION
(Breach of Contract: Faithless Servant)

52. Counterclaim-plaintiff Manhattan Fare repeats and realleges the foregoing paragraphs as if fully set forth herein.

53. Counterclaim-defendants Ramirez and Rodriguez had binding employment agreements with counterclaim-plaintiff Manhattan Fare.

54. At all times, Manhattan Fare performed its material contractual obligations fully.

55. Both Ramirez and Rodriguez materially breached their employment agreements with Manhattan Fare. Ramirez and Rodriguez breached their duty of loyalty to Manhattan Fare by committing the wrongful acts and making the false representations and omissions that are described with particularity above.

56. These acts and false statements and omissions by both Ramirez and Rodriguez constitute unfaithfulness to their employer.

57. Their misconduct and unfaithfulness substantially violated each of their employment contracts with Manhattan Fare such that the unfaithfulness permeated their service in its most material and substantial part.

58. Their misconduct arises to the level of a breach of a duty of loyalty and good faith in that, among other things, each defendant-employee acted adversely to his/her employer in all or substantial part of the transactions identified above and/or in connection with Ramirez's false statements and material omissions and in connection with each defendants' failure to disclose adverse interests that naturally influenced his and her conduct in dealing with the subject of their individual employment.

59. Manhattan Fare was thereby damaged and is entitled under the faithless servant doctrine to restitution of all amounts it previously paid to counterclaim-defendants Ramirez and Rodriguez starting from the commencement of their faithlessness and breach of the duty of loyalty.

FIFTH CAUSE OF ACTION
(Breach of Good Faith/Fair Dealing)

60. Counterclaim-plaintiff Manhattan Fare repeats and realleges the foregoing paragraphs as if fully set forth herein.

61. Counterclaim-defendants Ramirez and Rodriguez beached the implied duty of good faith and fair dealing. Their wrongful conduct and false statements and omissions, as recounted above with particularity, deprived Manhattan Fare of the benefit of the bargain reflected in their respective employment agreements and wholly undermined, for Manhattan Fare, the economic purpose and value of the employment agreements.

62. Manhattan Fare incurred damages caused by counterclaim-defendants Ramirez's and Rodriguez's breach of the implied covenant of good faith and fair dealing.

SIXTH CAUSE OF ACTION
(Misappropriation of Trade Secrets)

63. Counterclaim-plaintiffs Issa and Manhattan Fare repeat and reallege the foregoing paragraphs as if fully set forth herein.

64. At all times relevant, Manhattan Fare and Issa were the owners of the proprietary customer list, identified with particularity above. The customer list was, at all times relevant, non-public, and is the result of Issa's and Manhattan Fare's compilation over many years of nonpublic information, including financial and contact information for each customer, and unique characteristics of certain customers. Manhattan Fare and Issa maintained the customer list as confidential and took steps to preserve the confidentiality of the data and information contained in that list.

65. Without authorization or permission from Manhattan Fare or Issa, counterclaim-defendant Ramirez wrongfully and unlawfully misappropriated the customer list. He intended to use and has used the stolen proprietary Company customer list to advertise his new competing restaurant venture and to cultivate his own relationship with the customers on that list to the detriment of Manhattan Fare and Issa.

66. As a result of counterclaim-defendants' wrongful conduct described herein, Issa and Manhattan Fare are suffering and will continue to suffer irreparable injury for which they are entitled to injunctive and equitable relief as well as monetary damages in an amount to be determined at trial.

SEVENTH CAUSE OF ACTION
(Unfair Competition)

67. Counterclaim-plaintiff Manhattan Fare repeats and realleges the foregoing paragraphs as if fully set forth herein.

68. Counterclaim-defendants have engaged in unlawful, unfair, and fraudulent business acts. They knowingly and in bad faith engaged in unfair competition by, among other things, exploiting relationships with the Company's employees to build a restaurant to compete with Chef's Table; developing and furthering plans to build a competitive business while they were employed by the Company; covertly soliciting and/or inducing the Company's employees to terminate their employment; misappropriating the Company's proprietary customer list; coopting the Social Media Accounts, deleting images and postings from these accounts, and taking advantage and the results of the skill, expenditures and labors of the Company's employees in cultivating a social media following of approximately 30,000 followers and misappropriating it for counterclaim-defendants' own personal and commercial advantage; and gaining illegal access to the Company's computerized dinner reservation system, and sabotaging that system so that the Company's Chef's Table restaurant lost a significant number of reservations for an extended period of time until it was able to discover and rectify the compromised computer system.

69. Counterclaim-defendants used wrongful and unlawful methods to engage in unfair competition, and by doing so, damaged Manhattan Fare, which is suffering and will continue to suffer irreparable injury for which it is entitled to injunctive and equitable relief as well as monetary damages in an amount to be determined at trial.

EIGHTH CAUSE OF ACTION
(Violation of the Computer Fraud and Abuse Act)

70. Counterclaim-plaintiff Manhattan Fare repeats and realleges the foregoing paragraphs as if fully set forth herein.

71. The Computer Fraud and Abuse Act, 18 U.S.C. § 1030 *et seq.* (“CFAA”) provides a civil cause of action under 18 U.S.C. § 1030(g) to any “person who suffers damage or loss by reason of a violation of this section,” which prohibits certain conduct in connection with “protected computers.”

72. The Social Media Accounts, which were hosted on Instagram and its servers, are “protected computers” as that term is defined by 18 U.S.C. § 1030(e)(2)(B), based on their use in or affecting interstate or foreign commerce or communication.

73. Counterclaim-defendants violated the CFAA by: (i) intentionally accessing Manhattan Fare’s protected computer without authorization and/or in excess of their authorization and thereby obtaining information from this protected computer (18 U.S.C. § 1030(a)(2)(C)) and (ii) intentionally accessing this protected computer without authorization, and as a result, recklessly caused damage and/or caused damage and loss (18 U.S.C. § 1030(a)(5)(B) and (C)) when, as set forth in detail above, counterclaim-defendants, without authorization or in excess thereof, intentionally accessed the Social Media Accounts, deleted images and postings from these accounts, and changed the password, thereby preventing Issa and Manhattan Fare from accessing and obtaining information from the Social Media Accounts, and repurposed these Social Media Accounts by posting images to promote themselves and their new restaurant venture to the detriment of Manhattan Fare.

74. Counterclaim-defendants' wrongful and intentional actions have caused damage and/or loss to Manhattan Fare in an amount aggregating at least \$5,000 in value during a one-year period beginning on or about July 1, 2023, by, among other things, causing Manhattan Fare to lose revenue as a result of the interruption of service in the Social Media Accounts. During the period of interruption, the Company was deprived of its Instagram account (@chefstableatbf) and unable to reach, market, and promote itself through this medium to its customer-subscribers. The interruption of service also caused additional loss in that, as a direct result of counterclaim-defendants' unlawful acts in accessing this protected computer property, Issa and Manhattan Fare incurred expenses in investigating the scope of counterclaim-defendants' infiltration and alteration of the computer system and in repairing and rebuilding the Company's Instagram account—which once had approximately 30,000 subscribers/followers.

75. As a result of counterclaim-defendants' wrongful conduct described herein, Manhattan Fare is suffering and will continue to suffer irreparable injury for which it is entitled to injunctive and equitable relief as well as monetary damages in an amount to be determined at trial.

NINTH CAUSE OF ACTION
(Trespass Against Chattel)

76. Counterclaim-plaintiff Manhattan Fare repeats and realleges the foregoing paragraphs as if fully set forth herein.

77. Counterclaim-defendants damaged Manhattan Fare's property and thus committed trespass and property damage when they hacked Manhattan Fare's computer-based dining reservation system and caused the system to malfunction so that it accepted fictitious

reservations without credit card deposits and executed last minute, same-day cancellations without penalty.

78. The property damage and sabotage inflicted by counterclaim-defendants on Manhattan Fare's property caused severe economic damages to Manhattan Fare, including loss of business due to false reservations and lost profits for multiple dinner seatings over a two-week period that was crucial to the re-opening of Chef's Table.

79. Counterclaim-defendants also damaged Manhattan Fare's Social Media Accounts by deleting images and postings from the accounts and by blocking Manhattan Fare's access to the accounts, including access to the @chefstableatbf username and account, interrupting its ability to reach and market to its approximately 30,000 subscribers/followers, and repurposing the accounts to promote Ramirez to the detriment of Manhattan Fare. Their commandeering of the accounts also caused severe economic damage to Manhattan Fare and its restaurant business.

80. As a result of counterclaim-defendants' wrongful conduct described herein, Manhattan Fare is suffering and will continue to suffer irreparable injury for which it is entitled to injunctive and equitable relief as well as monetary damages in an amount to be determined at trial.

TENTH CAUSE OF ACTION
(Defamation)

81. Counterclaim-plaintiff Issa repeats and realleges the foregoing paragraphs as if fully set forth herein.

82. Counterclaim-defendant Ramirez published false statements to third parties concerning Moe Issa, including, as set forth with particularity above, falsely stating to Manhattan Fare employees that Issa was a "cheat" and had "cheated" Ramirez out of profits owed to him.

83. These false statements were made wrongfully and with malice, including knowing said statements were false or at least with reckless indifference to truth or falsity.

84. Ramirez's false statements about Issa constitute defamation *per se*, as they implicate his trustworthiness in his trade and profession.

85. In addition to the inherent *per se* damages, Ramirez's false statements and slander damaged Issa in amounts to be proven at trial.

PRAYER FOR RELIEF

WHEREFORE, counterclaim-plaintiffs demand judgment against counterclaim-defendants awarding counterclaim-plaintiffs as follows:

- 1) Compensatory damages in an amount to be determined at trial, but not less than \$10 million;
- 2) Punitive damages in an amount to be determined at trial;
- 3) Rescission of the parties' Stockholders Agreement and restitution of profits and salary paid to counterclaim-defendants Ramirez and Rodriguez;
- 4) Enjoining and restraining counterclaim-defendants from:
 - i. Operating, posting or deleting/removing images, or otherwise marketing or advertising from the @cesar.newyork Instagram account;
 - ii. Using confidential Company information for any purpose, including using the Company customer list to launch counterclaim-defendants' new restaurant and/or to induce any customers to cease or curtail their business relationships with Chef's Table; and,
 - iii. Soliciting or calling upon any of the Company's customers using the Company's confidential information;
- 5) Affirmatively enjoining counterclaim-defendants to return control of the Company's Instagram social media account to counterclaim-plaintiffs;
- 6) costs and disbursements of this action, together with attorneys' fees; and,
- 7) such other and further relief as is just and proper.

Dated: New York, New York
January 22, 2024

GLENN AGRE BERGMAN & FUENTES LLP

/s/ Michael Paul Bowen

Michael Paul Bowen

Trevor J. Welch

George L. Santiago

1185 Avenue of the Americas, 22nd Floor

New York, New York 10036

T: 212-970-1600

*Attorneys for Defendants/Counterclaim-
Plaintiffs Moneer Issa, Manhattan Fare Corp.,
and 431 Food Market Corp.*

VERIFICATION

STATE OF NEW YORK }
 } ss.:
COUNTY OF NEW YORK }

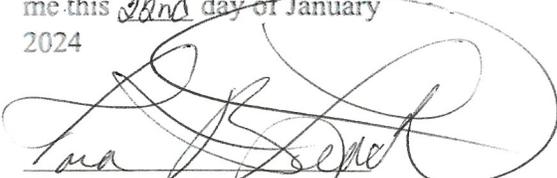
I, Moneer Issa, being duly sworn, deposes and says:

I am a named defendant and counterclaim-plaintiff in this action and the founder, principal, and authorized representative of defendants/counterclaim-plaintiffs Manhattan Fare Corp. and 431 Food Market Corp. I have reviewed the contents of the foregoing Answer and Counterclaim of the defendants/counterclaim-plaintiffs and verify that the statements contained therein are true to the best of my knowledge, except as to matters alleged on information and belief, and as to those matters, I believe them to be true.

I make this verification under penalties of perjury and am aware that if any of the statements contained in the foregoing pleading are willfully false, I am subject to punishment.


Moneer Issa

Sworn to and subscribed before
me this 22nd day of January
2024


Notary Public

TARA B. LEACH
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01LE6410214
Qualified in Orange County
Commission Expires October 19, 2024