

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.:
Plaintiffs designate
Kings County as the
place of trial

Plaintiffs,

The basis of venue is that
Plaintiffs reside in Kings
County

v.

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

SUMMONS

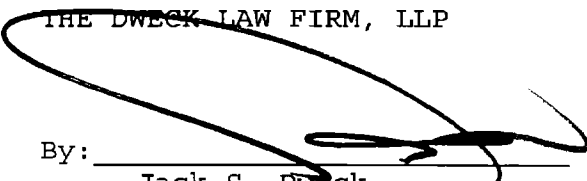
Defendants.

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To the above named Defendants

You are hereby summoned to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance, on the Plaintiffs' Attorneys within 20 days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: New York, New York
July 24, 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

Defendants' Addresses:

Moneer Issa
36 O'Connors Lane
Old Tappan, NJ 07675

Manhattan Fare Corp.
431 West 37th Street
New York, NY 10018

431 FOOD MARKET CORP.
431 West 37th Street
New York, NY 10018

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

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Index No.:

VERIFIED COMPLAINT

Plaintiffs,

v.

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

Defendants.
-----X

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 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, 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 37th 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 37th Street, County, City and State of 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 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, Moneer Issa and 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 at 431 West 37th Street, New York, New York, and formerly at 200 Schermerhorn Street, Brooklyn, New York.

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 One Hundred Thousand Dollars annually, which was previously increased to the sum of \$12,757.00 per week by Manhattan Fare Corp. and/or Moneer Issa. In addition, as of January 1, 2022, the Plaintiff, Cesar Ramirez was to receive 25% of all profits generated to the Company as a shareholder thereof.

12. Said Defendant Manhattan Fare Corp. received the benefit of the full and faithful performance by the Plaintiff of his services 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.

13. The Plaintiff, Cesar Ramirez, is thus owed wages for 71 weeks to date 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.

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, to be shareholders of Manhattan Fare Corp., and the Plaintiff 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 Defendants, Manhattan Fare Corp. and Moneer Issa have willfully and intentionally failed and refused to pay the Plaintiffs 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, Manhattan Fare Corp. and Moneer Issa 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 § 194 of the New York State Labor Law for which the Plaintiff demands judgment.

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 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 the Plaintiff upon 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 "12" 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, 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.

22. Upon the arbitrary and willful termination of Plaintiff's employment by the Defendants as alleged within Paragraph 12 of this Complaint, the Plaintiff sought to recover and take possession of his equipment and supplies, 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.

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 to permit the Plaintiff to recover possession of his equipment and supplies as aforescribed, and the retention of the same by the Defendants, the Defendants are guilty of conversion.

25. By virtue of the foregoing conversion as herein alleged, the Plaintiff demands judgment for damages sustained by him against the Defendants for the amount of the reasonable value of the same, 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, has upon information and belief, unilaterally and without corporate or shareholder approval or authorization, withdrawn, diverted and misappropriated large sums of funds of Manhattan Fare Corp., believed

to be in the sum of Four Hundred Thousand (\$400,000.00) Dollars or more, and, in addition, has closed and shuttered the restaurant and suspended its business operations.

28. The conduct of the individual Defendant, Moneer Issa, as aforescribed, has caused and continues to cause a serious depletion and diversion of the assets and business opportunities belonging to Manhattan Fare Corp., has reduced and constitutes a serious and continuous threat to the stockholders' equity in the shares of stock of the Manhattan Fare Corp. and has actually caused the Manhattan Fare Corp. 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.

29. By reason of all of the foregoing, Manhattan Fare Corp. has suffered and will continue to sustain irreparable 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.

30. The Plaintiff seeks an immediate Order to require the Defendant, Moneer Issa, to restore all funds of Manhattan Fare Corp. to it and to reopen the restaurant for business and for which the Plaintiff, Cesar Ramirez, is ready, willing and able to resume his services as Executive Chef.

31. Plaintiff has no adequate remedy of law.

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 30 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 to be publish a letter 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 "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 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 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 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 shareholder of the Corporation, and such conduct on the part of the Defendant 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, as 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 the Company which 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 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) having failed to pay the Plaintiff, Adriana Rodriguez her salary, and upon information and belief while he continued to pay himself and his wife;
- f) having refused to allow Plaintiff, Cesar Ramirez, access to the Company restaurant, and access to examine the financial records of the company;
- g) having failed to otherwise live up to the terms of the agreements with the Plaintiffs by excluding and locking them out from the Company business activities and its premises and its records.

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 damage, in an amount to be determined at trial, but believed to be no less than \$20,000,000.00.

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

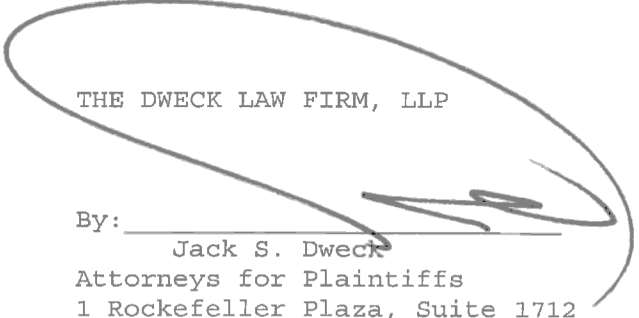
- a) On the First Cause of Action that the Defendants violated the New York State Labor Law by failing to pay wages to the Plaintiff, Cesar Ramirez, in the sum of not less than \$885,747.00 to the date of the commencement of this action, which should be tripled, along with an award of attorneys' fees 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;
- 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 mandatory injunction which orders and directs the Defendant, Moneer Issa, to 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 37th Street and to reopen and fund the same so as to permit to operate its business as heretofore;
- 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 and Seventh 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 the costs and disbursements of this action.

Dated: New York, New York
July 24, 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

S:\Shared Documents\Secretary 2\Docs JSD give SV\client docs\Ramirez-Manhattan\Verified Complaint Draft #4 7-21-23.docx

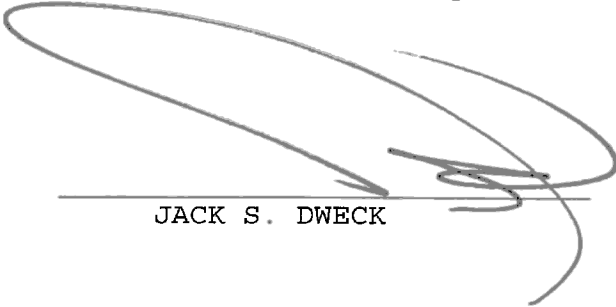
VERIFICATION

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

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

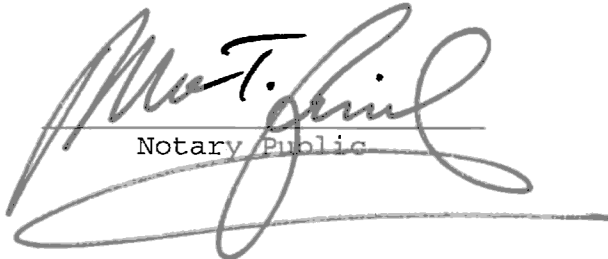
I am a member of The Dweck Law Firm, LLP, attorneys for the Plaintiffs in the above entitled proceeding. I have read the Summons and Verified Complaint, know the contents thereof and the same is true to my knowledge except those matters therein which are stated to be alleged upon information and belief 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
24th day of July, 2023



Notary Public

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