

Plaintiff or Plaintiff's Attorney Information:
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SUPERIOR COURT OF NEW JERSEY COUNTY COUNSEL
LAW DIVISION, SPECIAL CIVIL PART
UNION COUNTY
LANDLORD-TENANT SECTION
JUL 18 2013
ADMINISTRATION BUILDING
ELIZABETH, NJ

THE SMITH MOTORS REALTY CORP.,

Plaintiff-Landlord,

v.

THE COUNTY OF UNION.

Defendants-Tenant.

DOCKET NO. LT- 6818-13
(to be provided by the court)

CIVIL ACTION

Summons

Landlord/Tenant - R. 6:2-1

- Nonpayment
 Other (Holdover)

RECEIVED/FILED
2013 JUL -1 AM 10:55
SPECIAL CIVIL PART
SUPERIOR COURT
UNION COUNTY

Defendant Information:

Name: The County of Union
Address: c/o Christopher Meehan
Post at: 79 West Grand Street
Elizabeth, New Jersey

Telephone No. (908) 659-7470

NOTICE TO TENANT: The purpose of the attached complaint is to permanently remove you and your belongings from the premises. If you want the court to hear your side of the case you must appear in court on this date and time: JUL 22 2013 at 1 a.m. (p.m.), or the court may rule against you.

REPORT TO: 3rd floor
2 Broad St, Elizabeth, NJ 07207
If you cannot afford an attorney, you may call the Legal Services Offices at (973) 383-7400. If you can afford to pay a lawyer but do not know one you may call the Lawyer Referral Services of your local county Bar Association at (973) 267-5882.

You may be eligible for housing assistance. To determine your eligibility, you must immediately contact the welfare agency in your county at Union County Social Services, telephone number (908) 965-2700.

If you need an interpreter or an accommodation for a disability, you must notify the court immediately.

Si no puede pagar un abogado, puede llamar a la Oficina de Servicios Legales al (973) 383-4700. Si tiene dinero para pagar a un abogado pero no conoce ninguno puede llamar a Servicios de Recomendación de Abogados (Lawyer Referral Services) del Colegio de Abogados (Bar Association) de su condado local al (973) 267-5882.

Es posible que recibir asistencia con la vivienda si comunica con la agencia de asistencia publica (welfare agency) de su condado al Union County Social Services, teléfono (973) 267-5882.

Si necesita un interprete o alguna acomodación para un impedimento fisico, tiene notificárselo inmediatamente al tribunal.

Date: JUL 03 2013

Lloyd Loran
Clerk of the Special Civil Part

COURT OFFICER'S RETURN OF SERVICE (FOR COURT USE ONLY)

Docket Number: _____ Date: _____ Time: _____
WM _____ WF _____ BM _____ BF _____ Other _____ HT _____ WT _____ AGE _____ Mustache _____ Beard _____ Glasses _____

NAME: _____

Efforts Made to Personally Serve _____

Description of Premises if posted _____

I hereby certify the above to be true and accurate: _____
Special Civil Part Officer

Note: Former Appendix XI-B, consisting of model tenancy complaint and summons forms, deleted, and new tenancy summons and return of service form adopted July 12, 2002, to be effective September 3, 2002; amended July 27, 2006, to be effective September 1, 2006; amended July 23, 2010, to be effective September 1, 2010.

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(732) 549-5600
Attorneys for Plaintiff

THE SMITH MOTORS REALTY CORP.,
Plaintiff

v.

THE COUNTY OF UNION.
Defendant.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION, SPECIAL CIVIL PART
LANDLORD-TENANT SECTION
UNION COUNTY

DOCKET NO. LT-

**VERIFIED COMPLAINT FOR
POSSESSION**

X HOLDOVER COMMERCIAL TENANT

Plaintiff The Smith Motors Realty Corp. ("Smith Motors Realty"), with offices located at 6 Max Place, Westfield, New Jersey, by way of Complaint against defendant The County of Union ("the County"), with offices located at the Administration Building, Elizabethtown Plaza, Elizabeth, New Jersey, says:

1. Smith Motors Realty owns commercial property located at 61-99 West Grand Street, Elizabeth, Union County, New Jersey (collectively the "Premises").

2. By Agreement dated April 25, 2013 (the "Agreement"), Smith Motors Realty leased the Premises to the County on a month-to-month basis.

3. On May 24, 2013, Smith Motors Realty served the County with a Notice to Quit and Demand for Possession, advising the County that it must vacate the Premises by June 30, 2013. A

true and correct copy of the Notice to Quit and Demand for Possession is annexed hereto as Exhibit A.

4. The County failed to vacate the Premises by June 30, 2013.

5. The County holds over and continues in possession of the Premises without Smith Motors Realty's consent.

WHEREFORE, Plaintiff Smith Motors Realty demands that Judgment of Possession be entered in its favor and against defendant County of Union together with attorneys' fees, costs of suit and such other relief as the Court may deem equitable and just.

GREENBAUM, ROWE, SMITH & DAVIS LLP
Attorneys for Plaintiff-Landlord

By: _____


GARY K. WOLINETZ

Dated: July 1, 2013

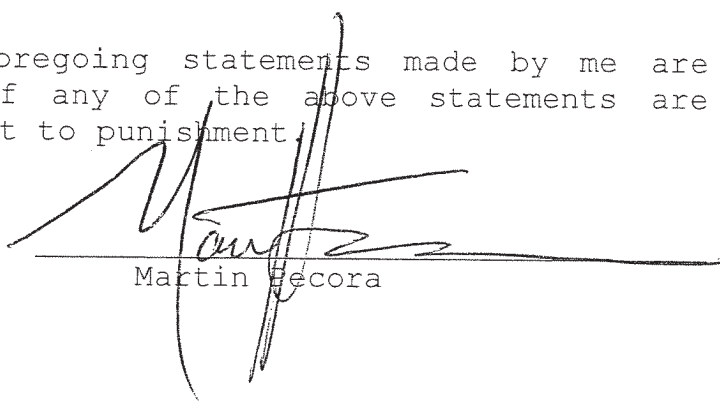
LANDLORD'S VERIFICATION

Martin Pecora, of full age, certifies as follows:

1. I am the Vice President of plaintiff-landlord Smith Motors Realty, the landlord of commercial premises located at 75-77 West Jersey Street and 61-99 West Grand Street, Elizabeth, Union County, New Jersey that is the subject of this legal action.

2. I have read the Verified Complaint and the information contained therein is true.

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



Martin Pecora

Dated: July 1, 2013

ATTORNEY CERTIFICATION

1. I am an attorney at law of the State of New Jersey and a member of the law firm of Greenbaum, Rowe, Smith & Davis LLP, attorneys for plaintiff-landlord Smith Motors Realty in this case.

2. The matter in controversy is not the subject of any other court action and/or arbitration proceeding now pending or contemplated with the exception of an arbitration between Smith Motors Realty and West Grand Jersey, LLC. At this time, I am not aware of any other parties who should be joined in this action. All notices that plaintiff intends to rely upon have been attached to the Complaint.

3. I certify that confidential personal identifiers have been redacted from any documents now submitted to the Court, and will be redacted from all documents submitted in the future in accordance with Rule 1:38-7(b).

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



GARY K. WOLINETZ

Dated: July 1, 2013

Greenbaum Rowe
Smith & Davis LLP

COUNSELORS AT LAW

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75 LIVINGSTON AVENUE
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ROSELAND, NJ 07068-5701
(973) 535-1600
FAX (973) 535-1698

May 24, 2013

VIA HAND-DELIVERY

The County of Union
79 West Grand Street
Elizabeth, NJ 07202
c/o Christopher Meehan, Director
Division of Motor Vehicles

NOTICE TO QUIT AND
DEMAND FOR POSSESSION

Re: Smith Motors Realty - County of Union
61-99 West Grand Street, Elizabeth, NJ

Gentlemen:

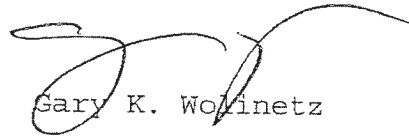
This firm represents The Smith Motors Realty Corp. ("Smith Motors Realty"). As you are aware, pursuant to an Agreement (the "Lease") between Smith Motors Realty and the County of Union (the "County"), the County is a month-to-month tenant at 61-99 West Grand Street, Elizabeth, New Jersey (the "Premises"). Notice is hereby given that the Lease and your month-to-month tenancy are terminated as of June 30, 2013, and demand is hereby made that you quit and vacate the Premises and surrender possession of the Premises to us no later than June 30, 2013. Please note that you are not relieved of your obligations under the Lease accruing through June 30, 2013, including but not limited to, the payment in full of rent and additional rent.

This letter is intended to constitute a Notice to Quit and Demand for Possession of the Premises pursuant to N.J.S.A. 2A:18-53(a) and N.J.S.A. 2A:18-56(b). You must vacate the Premises no later than June 30, 2013. If you fail to do so, we will promptly commence eviction proceedings.

Christopher Meehan, Director
May 24, 2013
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Thank you for your attention to this matter.

Very truly yours,



Gary K. Woznietz

GKW/cap

cc: Robert F. Renaud, Esq. (via e-mail & reg. mail)
Alfred Faella, County Manager (via CM/RRR)



**SUPERIOR COURT OF NEW JERSEY LAW DIVISION,
SPECIAL CIVIL PART**

Landlord Tenant Pre-Calendar Call Instructions

Preamble

The judge presiding at the call of the landlord/tenant trial list on the day of the trial will provide instructions to the tenants and landlords who have come to court for a trial. The instructions are set forth below. A written copy of the instructions provided by the judge will be made available to you at the calendar call. These instructions need not be recited verbatim. However, what is said must contain and explain in plain language, all of the points set forth in these instructions and may be supplemented by local information. A Spanish version of these instructions will be given via a videotape recording and in writing in those counties with a significant Spanish speaking population.

Instructions

Si usted necesita un intérprete porque usted habla solamente Español, por favor, ponga se de pie.

We are about to call a list of cases where the landlord is suing to evict, that is, lock out, a tenant. After the list has been called, you will have a chance to ask questions. Written copies of the instructions I am about to give are available.

1. The Calendar Call

- A. When we call each case, please identify yourself. We will mark a case "READY" when both the landlord and the tenant are here. We will mark a case "DEFAULT" when the landlord is here but the tenant isn't. If a default is entered, then the landlord must file an affidavit or certification, which must include the facts necessary to get a judgment for possession and a statement that all charges and fees are permitted by law and the lease. The landlord's attorney, if there is one, must also file a certification that the charges and fees, including attorney fees, are permitted by law and the lease. The judgment for possession allows a landlord to have a tenant evicted by a Special Civil Part Officer. We will mark a case "DISMISSED" if the landlord is not here. Tenants should identify themselves even if the landlord is not here.

- B. Everyone must stay here until you get additional instructions and permission to leave.

[Nota: El Apéndice XI-S se adoptó el 18 de Julio de 2001 para entrar en vigor el primero de Noviembre de 2001.]

8. **Servicios y medios disponibles**
Tenemos una lista de agencias que le pueden asistir con el alquiler, albergue provisional o servicios legales. Disponemos de una lista de dichas agencias o programas de servicios legales y una copia de este anuncio, y se le aconseja que obtenga una copia de las mismas si no las tiene. [Identifique a cualquier representante de asistencia pública que se encuentre en el tribunal.]

7. **Instrucción jurisdiccional**
Los propietarios que quieran desalojar a un inquilino cuando o bien hayan obtenido el título de arrendatario, o le hayan dado al inquilino la opción de compra, tienen que quedarse aquí para rendir testimonio en el tribunal aún cuando el inquilino no se encuentre presente. Esto no impera en la mayoría de las causas de desalojo.

that the tenant owes rent, it is still not too late to pay the rent that is due and have the case dismissed. If the tenant pays the rent that is due plus costs of court by 4:30 p.m. today, the case will be dismissed. The tenant may pay the rent plus costs to the landlord, or to the clerk of the court by cash, money order, or bank cashier's check. If a tenant disagrees with the landlord on the amount of the rent that is owed, a tenant has the right to a trial so that a judge can decide how much rent is owed. After the judge decides how much rent is owed, the tenant can pay the rent and the case will be dismissed.

- B. **Items Constituting Rent.** A tenant does not have to pay for attorney's fees, late fees or other charges to avoid eviction unless there is a written lease that calls these items "additional rent." Even if the lease does say that the amount really due as rent may be limited by rent control, or if there is public assistance, the rent may be limited by federal law. For example, if the tenant gets Section 8 assistance, the landlord cannot include a late charge to determine the amount that the tenant owes.

- C. **Limitation on Court's Powers.** If the only issue is that a tenant who owes rent wants more time to pay it, or to pay it in installments but the landlord does not agree, then I will have to enter a judgment for possession; I have no right to make a landlord wait for the rent or to take it in installments. A judgment for possession is the court order giving the landlord the right to possession of the premises. However, the landlord cannot actually evict the tenant until the warrant of removal is issued.

5. Eviction Procedures

- A. **Issuance of Warrant.** A judgment for possession gives a landlord the right to request a warrant to have a tenant evicted by a Special Civil Part Officer. That warrant may be issued no sooner than three business days after entry of the judgment for possession.
- B. **Service of the Warrant.** The warrant will have to be served by the Officer on the tenant, and a residential tenant may be evicted no sooner than three business days after it has been served, but not on a weekend or holiday. To put it very simply, a residential tenant may not be evicted any earlier than 8 days plus holidays, after a judgment for possession has been entered.

6. Stopping an Eviction After a Judgment for Possession

- A. **By Agreement.** After a judgment for possession has been entered, a tenant may still try to make an agreement with a landlord to stop an eviction. If the landlord does agree, make sure that the agreement is in writing and that a copy is filed with

A. **Desestimación por pago o depósito.** Primero, si el propietario de un propietario de que el inquilino le debe alquiler:

Introducción. Los siguientes puntos tratan de reclamos por parte

4. **Causas por falta de pago**

Funcionario de la Parte Civil Especial para desalojar a un inquilino. cierre forzoso a un inquilino por sí solo; hay que valerse de un Especial desaloje al inquilino. Un propietario no puede efectuar un que el propietario podrá hacer que un Funcionario de la Parte Civil asenará un fallo de posesión a favor del propietario. Eso significa fecha para el juicio de la causa. Si no se deposita el alquiler hoy, se más tarde. Si se hace el depósito, el Secretario fijará una nueva of the Special Civil Part), para las cuatro y media de esta tarde a o bancario pagadero al Secretario de la Parte Civil Especial (Clerk pagaré al propietario, en efectivo o un por medio de un giro postal que determine el juez con el secretario del tribunal, en lugar de posible que el inquilino tenga que depositar la cantidad de alquiler causas hoy. Sin embargo, si no se puede terminar su causa hoy, es hasta que un juez pueda ver su causa. Esperamos poder ver todas las Si Ud. no puede llegar a un acuerdo en su causa, tendrá que esperar