

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

TRUMP TOWER COMMERCIAL LLC,

Index No. /2021

Plaintiff,

SUMMONS

-against-

Plaintiff designates New York County as the Place of Trial. The basis of trial is the causes of action arose in New York County.

MARC FISHER INC.,

Defendant.

TO THE ABOVE-NAMED DEFENDANT:

YOU ARE HEREBY SUMMONED TO ANSWER THE COMPLAINT in this action and to serve a copy of your answer on plaintiff’s attorneys within twenty (20) days after the service of this summons, exclusive of the day of service, or within thirty (30) days after service is complete if this summons is not personally delivered to you within the State of New York; and in the case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded herein.

Dated: New York, New York
March 3, 2021

BELKIN · BURDEN · GOLDMAN, LLP
Attorneys for Plaintiff
270 Madison Avenue
New York, New York 10016
(212) 867-4466

By: Brian Bendy
Brian Bendy
Rule 130.1-1-a

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

TRUMP TOWER COMMERCIAL LLC,

Plaintiff,

-against-

MARC FISHER INC.,

Defendant.

Index No. /2021

COMPLAINT

Plaintiff Trump Tower Commercial LLC (“Plaintiff”), by its attorneys, Belkin · Burden · Goldman, LLP, as and for its complaint, hereby alleges as follows:

THE PARTIES

1. Plaintiff is a domestic limited liability company duly formed and existing in accordance with the laws of the State New York.
2. Plaintiff is duly authorized to do business in the State of New York.
3. Upon information and belief, defendant Marc Fisher Inc. (“Defendant”) is a domestic business corporation duly formed and existing in accordance with the laws of the State of New York.
4. Upon information and belief Defendant is duly authorized to do business in the State of New York.

RELEVANT BACKGROUND FACTS

5. By Lease agreement dated May 8, 2015 (the “Original Lease”), between Plaintiff, as landlord and Defendant, as tenant, as amended by First Amendment of Lease dated January 12, 2017 (the “First Amendment”), Second Amendment of Lease dated July 1, 2018 (the “Second Amendment”), Third Amendment of Lease dated October 10, 2019 (the “Third Amendment”) and letter agreement dated April 10, 2020 (the “Letter Agreement”) (the Original

Lease, the First Amendment, the Second Amendment, the Third Amendment and the Letter Agreement are hereinafter collectively hereinafter referred to as, the “Lease”), for the premises consisting of the entire 21st Floor and portions of the 22nd Floor (as further described in the Lease) (the “Premises”) in the building known as Trump Tower and located at 725 Fifth Avenue in the Borough of Manhattan, City of New York.

6. Pursuant to, without limitation, Section 3 and Exhibit C of the Third Amendment the fixed rent reserved for Premises is as follows:

Floor	RSF	Period	Annual Fixed Rent	Monthly Fixed Rent	Rent per RSF
21	14,256	7/1/2019 – 6/30/22	\$1,739,232.00	\$144,936.00	\$122
		7/1/2022 – 6/30/25	\$1,810,512.00	\$150,876.00	\$127
		7/1/2025 – 1/31/29	\$1,881,792.00	\$156,816.00	\$132
		* 2/1/29 – 1/31/32	\$1,953,072.00	\$162,756.00	\$137
		* 2/1/32 – 1/31/34	\$2,024,352.00	\$168,696.00	\$142
22	6,174	7/1/2019 – 6/30/22	\$753,228.00	\$62,769.00	\$122
		7/1/2022 – 6/30/25	\$784,098.00	\$65,341.50	\$127
		7/1/2025 – 1/31/29	\$814,968.00	\$67,914.00	\$132
		* 2/1/29 – 1/31/32	\$845,838.00	\$70,486.50	\$137
		* 2/1/32 – 1/31/34	\$876,708.00	\$73,059.00	\$142
22	3,005	7/1/2019 – 6/30/22	\$366,610.00	\$30,550.83	\$122
		7/1/2022 – 6/30/25	\$381,851.00	\$31,820.92	\$127
		7/1/2025 – 1/31/29	\$396,660.00	\$33,055.00	\$132
		* 2/1/29 – 1/31/32	\$411,685.00	\$34,307.08	\$137
		* 2/1/32 – 1/31/34	\$426,710.00	\$35,559.17	\$142
22	4,952	12/1/19 – 1/31/29	\$0.00	\$0.00	\$0.00
		* 2/1/29 – 1/31/34	\$0.00	\$0.00	\$0.00

* Following the exercise of the Extension Option pursuant to Section 5.

7. Pursuant to, without limitation, Section 3.01 of the Original Lease, all fixed rent payments are due from Defendant in advance on the first day of each month during the term of the Lease, without any set off or deduction whatsoever.

8. Pursuant to, without limitation, Article 7 of the Original Lease, Section 4 of the First Amendment and Section 2 of the Third Amendment, Defendant is required to pay real estate tax escalation charges to Plaintiff. with respect to the Premises.

9. Pursuant to, without limitation, Article 13 of the Original Lease, Section 4 of the First Amendment and Section 2 of the Third Amendment, Defendant is required electricity charges to Plaintiff with respect to the Premises.

10. Pursuant to, without limitation, Section 1 of the Letter Agreement, Defendant is required to pay security deposit replenishment charges to Plaintiff with respect to the Premises.

11. Defendant remains in possession of the Premises and Defendant has not surrendered, or vacated the Premises.

12. To date, Defendant owes Plaintiff fixed rent and additional rent in the sum certain amount of \$1,469,235.86, pursuant to the terms of the Lease, as set forth on the Tenant Ledgers, that are collectively annexed hereto as **Exhibit A** hereto.

13. At all times relevant hereto, Plaintiff has complied with its obligations under the Lease.

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

14. Plaintiff repeats and realleges the foregoing paragraphs as if fully set forth herein.

15. Defendant's failure to pay the above-referenced \$1,469,235.86 to Plaintiff constitutes a breach of Defendant's obligations under the Lease.

16. Plaintiff has been damaged by Defendant's breach of its obligations under the Lease.

17. By reason of the foregoing, Plaintiff is entitled to a money judgment against Defendant in the sum certain amount of no less than \$1,469,235.86, for fixed rent and additional rent from November 1, 2020 to date, plus statutory interest thereon.

AS AND FOR A SECOND CAUSE OF ACTION
(Continuing Damages)

18. Plaintiff repeats and realleges the foregoing paragraphs as if fully set forth herein.

19. Pursuant to the Lease, Defendant will become liable to Plaintiff for fixed rent and additional rent that accrues after the commencement of this action.

20. By reason of the foregoing, Plaintiff is entitled to the amendment of this complaint to include all sums of fixed rent and additional rent that accrue through the date of judgment in this action and a judgment against Defendant in such amount.

AS AND FOR A THIRD CAUSE OF ACTION
(Attorneys' Fees & Expenses)

21. Plaintiff repeats and realleges the foregoing paragraphs as if fully set forth herein.

22. Pursuant to, without limitation, Section 19.01 of the Original Lease, Defendant is liable to Plaintiff for the attorneys' fees and expenses incurred by Plaintiff in prosecuting this action and otherwise enforcing Plaintiff's rights under the Lease.

23. Plaintiff has incurred and will continue to incur attorneys' fees and expenses in prosecuting this action and otherwise enforcing Plaintiff's rights under the Lease.

24. By reason of the foregoing, Plaintiff is entitled to a money judgment against Defendant for attorneys' fees and expenses in an amount to be determined by the Court.

WHEREFORE, Plaintiff respectfully demands judgment as follows:

- (a) on the first cause of action, awarding Plaintiff a money judgment against Defendant in the amount to be determined by the Court, but not less than the sum certain amount of \$1,469,235.86, for fixed rent and additional rent from November 1, 2020 to date, plus statutory interest thereon;
- (b) on the second cause of action awarding Plaintiff a money judgment against Defendant in an amount to be determined by the Court for prospective damages under the terms of the Lease for fixed rent and additional rent through the date of judgment;
- (c) on the third cause of action, awarding Plaintiff a money judgment against Defendant for attorneys' fees and expenses in an amount to be determined by the Court; and

(d) for such other and further relief as this Court deems just and proper.

Dated: New York, New York
March 3, 2021

BELKIN · BURDEN · GOLDMAN, LLP
Attorneys for Plaintiff
270 Madison Avenue
New York, New York 10016
(212) 867-4466

By: Brian Bendy
Brian Bendy
(Rule 130-1.1-a)

VERIFICATION

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

ERIC TRUMP, being duly sworn, deposes and says:

- 1) Deponent is the President of Trump Tower Commercial LLC, the plaintiff in the within action.
- 2) Deponent has read the foregoing Complaint and knows the content thereof; and the same is true to deponent's own knowledge, except as to the matters therein stated to be alleged upon information and belief, and as to those matters, deponent believes them to be true.



Name: Eric Trump
Title: President

Sworn to before me this
3rd day of March 2021


NOTARY PUBLIC

STEPHANIE A. LENNIG
NOTARY PUBLIC, State of New York
FILE No. 21-4965771
Qualified in New York County
Commission Expires September 5, 2021

EXHIBIT A

Building Number: 101
 Unit Number: 21MF

Tenant Ledger
 MARC FISHER INC.
 C/O ACCOUNT PAYABLE

RECEIVED NYSCEF: 03/03/2021
 Page 10 of 11
 Printed: 03/02/21 at 04:59pm

Billing Period	Batch Number	Type	Trans Date	Charge Description	Billing/ Adjustment	Check Number	Payments	Running Balance
November 2020								
Opening Balance								0.00
11/01/20	SYS	BILL	11/01/20	OFFICE RENT	144936.00			144936.00
11/01/20	SYS	BILL	11/01/20	SECURITY DEP.	48666.38			193602.38
December 2020								
Opening Balance								193602.38
12/01/20	SYS	BILL	12/01/20	OFFICE RENT	144936.00			338538.38
12/01/20	SYS	BILL	12/01/20	SECURITY DEP.	48666.38			387204.76
January 2021								
Opening Balance								387204.76
01/01/21	SYS	BILL	01/01/21	OFFICE RENT	144936.00			532140.76
01/01/21	SYS	BILL	01/01/21	SECURITY DEP.	48666.38			580807.14
01/01/21	SYS	BILL	01/01/21	RETRO R.E. TX	10416.31			591223.45
February 2021								
Opening Balance								591223.45
02/01/21	SYS	BILL	02/01/21	OFFICE RENT	144936.00			736159.45
02/01/21	SYS	BILL	02/01/21	SECURITY DEP.	48666.38			784825.83
March 2021								
Opening Balance								784825.83
03/01/21	SYS	BILL	03/01/21	OFFICE RENT	144936.00			929761.83
03/01/21	SYS	BILL	03/01/21	SECURITY DEP.	48666.38			978428.21

Building Number: 101CQML
 Unit Number: 22BC

Tenant Ledger
 MARC FISHER INC

RECEIVED NYSCEF: 03/03/2021
 Page 1 of 1
 Printed: 03/02/21 at 04:59pm

Billing Period	Batch Number	Type	Trans Date	Charge Description	Billing/ Adjustment	Check Number	Payments	Running Balance
November 2020								
Opening Balance								0.00
11/01/20	SYS	BILL	11/01/20	ELECTRIC INCL.	1238.00			1238.00
December 2020								
Opening Balance								1238.00
12/01/20	SYS	BILL	12/01/20	ELECTRIC INCL.	1238.00			2476.00
January 2021								
Opening Balance								2476.00
01/01/21	SYS	BILL	01/01/21	ELECTRIC INCL.	1238.00			3714.00
February 2021								
Opening Balance								3714.00
02/01/21	SYS	BILL	02/01/21	ELECTRIC INCL.	1238.00			4952.00
March 2021								
Opening Balance								4952.00
03/01/21	SYS	BILL	03/01/21	ELECTRIC INCL.	1238.00			6190.00

Building Number: 101
 Unit Number: 22A

Tenant Ledger
 MARC FISHER INC

RECEIVED NYSCEF: 03/03/2021
 Page 1 of 1
 Printed: 03/02/21 at 04:59pm

Billing Period	Batch Number	Type	Trans Date	Charge Description	Billing/ Adjustment	Check Number	Payments	Running Balance
November 2020								
Opening Balance								0.00
11/01/20	SYS	BILL	11/01/20	OFFICE RENT	30550.83			30550.83
11/01/20	SYS	BILL	11/01/20	ELECTRIC INCL.	730.75			31281.58
December 2020								
Opening Balance								31281.58
12/01/20	SYS	BILL	12/01/20	OFFICE RENT	30550.83			61832.41
12/01/20	SYS	BILL	12/01/20	ELECTRIC INCL.	730.75			62563.16
January 2021								
Opening Balance								62563.16
01/01/21	SYS	BILL	01/01/21	OFFICE RENT	30550.83			93113.99
01/01/21	SYS	BILL	01/01/21	ELECTRIC INCL.	730.75			93844.74
01/01/21	SYS	BILL	01/01/21	RETRO R.E. TX	2134.66			95979.40
February 2021								
Opening Balance								95979.40
02/01/21	SYS	BILL	02/01/21	OFFICE RENT	30550.83			126530.23
02/01/21	SYS	BILL	02/01/21	ELECTRIC INCL.	730.75			127260.98
March 2021								
Opening Balance								127260.98
03/01/21	SYS	BILL	03/01/21	OFFICE RENT	30550.83			157811.81
03/01/21	SYS	BILL	03/01/21	ELECTRIC INCL.	730.75			158542.56

Building Number: 101
 NYSD Building ID: 101
 Unit Number: 22D

Tenant Ledger
 MARC FISHER INC

RECEIVED NYSCEF: 03/03/2021
 Page 1 of 1
 Printed: 03/02/21 at 04:59pm

Billing Period	Batch Number	Type	Trans Date	Charge Description	Billing/ Adjustment	Check Number	Payments	Running Balance
November 2020								
Opening Balance								0.00
11/01/20	SYS	BILL	11/01/20	OFFICE RENT	62769.00			62769.00
11/01/20	SYS	BILL	11/01/20	ELECTRIC INCL.	1543.50			64312.50
December 2020								
Opening Balance								64312.50
12/01/20	SYS	BILL	12/01/20	OFFICE RENT	62769.00			127081.50
12/01/20	SYS	BILL	12/01/20	ELECTRIC INCL.	1543.50			128625.00
January 2021								
Opening Balance								128625.00
01/01/21	SYS	BILL	01/01/21	OFFICE RENT	62769.00			191394.00
01/01/21	SYS	BILL	01/01/21	ELECTRIC INCL.	1543.50			192937.50
01/01/21	SYS	BILL	01/01/21	RETRO R.E. TX	4512.59			197450.09
February 2021								
Opening Balance								197450.09
02/01/21	SYS	BILL	02/01/21	OFFICE RENT	62769.00			260219.09
02/01/21	SYS	BILL	02/01/21	ELECTRIC INCL.	1543.50			261762.59
March 2021								
Opening Balance								261762.59
03/01/21	SYS	BILL	03/01/21	OFFICE RENT	62769.00			324531.59
03/01/21	SYS	BILL	03/01/21	ELECTRIC INCL.	1543.50			326075.09