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**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

HANOVER 3201 REALTY, LLC,

Plaintiff,

v.

VILLAGE SUPERMARKETS, INC., ABC
CORPORATIONS 1-10 (names being fictitious and
unknown but described as those corporations
associated with Village that assisted with and
promoted the use of sham litigations and anti-
competitive acts), and JOHN DOES 1-10 (names
being fictitious and unknown but described as those
individuals associated with Village that assisted with
and promoted the use of sham litigations and anti-
competitive acts),

Defendants.

Civil Action No.

**COMPLAINT and
DEMAND FOR JURY TRIAL**

Plaintiff Hanover 3201 Realty, LLC (“Hanover 3201”), by way of Complaint against Defendants Defendant Village Supermarkets, Inc. (“Village”), along with defendants ABC Corporations 1 through 10 (names being fictitious and unknown but described as those corporations associated with Village that assisted with and promoted the use of sham litigations and anti-competitive acts) and John Does 1 through 10 (names being fictitious and unknown but described as those individuals associated with Village that assisted with and promoted the use of sham litigations and anti-competitive acts), says:

PRELIMINARY STATEMENT

1. This is a claim for attempted monopolization of the full-service grocery store market in the greater Morristown, New Jersey area. As is set forth below, Village and the other unknown defendants are engaged in an ongoing illegal scheme designed to injure competition in the market for full-service supermarkets in the greater Morristown geographic area and to interfere with Plaintiff's lease and site development agreement with Wegmans Food Markets, Inc. ("Wegmans") through the use of a series of sham litigations and other patently anti-competitive acts.

2. By intentionally delaying and seeking to prevent the development and construction of the Wegmans' full-service supermarket planned near the intersection of Route 10 and Interstate 287, the Defendants would effectively eliminate a new competitor in the geographic area providing the goods and services associated with a full-service supermarket.

3. The essence of any productive market economy is full and fair competition in the marketplace. Competition drives innovation, technological progress and growth of choice and options in the marketplace. Robust competition ultimately benefits businesses and consumers alike.

4. The market for full service supermarkets is not different than any other and it essential that competitors be allowed to enter the marketplace free from the predatory practices of would-be monopolists. Here, Village and the other defendants have sought to preserve their monopoly position in the Greater Morristown marketplace through a series of calculated and intentional acts designed to impede plaintiffs lawful activities to develop a better and competitive full service supermarket. These acts include, *inter alia*, the filing of sham litigations and the filing of frivolous and pre-textual appeals of planning board actions. Defendants' actions are

designed to achieve a single illegal objective – preventing the development of a competing full service supermarket thereby preserving Village’s monopoly position.

5. This action is designed to end Village’s unlawful scheme and to award Plaintiff compensatory and treble damages in an amount commensurate with defendants’ outrageous conduct.

THE PARTIES

6. Plaintiff Hanover 3201 is a New Jersey limited liability company with its principal place of business at 343 Thornall Street, Edison, New Jersey 08837. It is the owner of certain real property located in Hanover, New Jersey located near the intersections of Interstate 287 and State Route 10.

7. Defendant Village is a New Jersey corporation with its principal place of business at 733 Mountain Avenue, Springfield, New Jersey 07081. Of the twenty-nine ShopRite supermarkets owned by Defendant Village, twenty-six are located in New Jersey, with the remaining three located in Maryland and Pennsylvania.

8. Defendant Village is the owner of twenty-nine ShopRite supermarkets including one located at 178 East Hanover Avenue, Hanover, New Jersey (“ShopRite of Greater Morristown”). Defendant Village is the second largest member of Wakefern Food Corporation (“Wakefern”), the nation’s largest retailer-owned food cooperative that is comprised of 48 member companies who individually own and operate retail supermarkets under the ShopRite banner. Wakefern is headquartered in Keasbey, New Jersey.

9. Defendants ABC Corporations 1-10 (names being fictitious and unknown but described as those corporations associated with Village that assisted with and promoted the use of sham litigations and anti-competitive acts) and John Does 1-10 (names being fictitious and

unknown but described as those individuals associated with Village that assisted with and promoted the use of sham litigations and anti-competitive acts) are corporations and individuals whose names and locations are currently unknown to Hanover 3201. Hanover 3201 will amend this complaint to allege their true names and capacities when ascertained.

JURISDICTION AND VENUE

10. This action arises under the federal antitrust laws, 15 U.S.C. §§ 1, 2, and 15, and for violations of New Jersey State law.

11. This Court has subject matter jurisdiction over this action under at least 28 U.S.C. §§ 1331, 15 U.S.C. § 15, and under the principles of supplemental jurisdiction, 28 U.S.C. § 1367.

12. Venue is proper in this judicial district under 28 U.S.C. §§ 1391 and 15 U.S.C. §§ 15 and 22 in that Defendant Village is registered to do business in New Jersey, maintains multiple facilities in New Jersey, including in Hanover, New Jersey, has continuous and systematic contacts in New Jersey, including maintaining offices and doing business in New Jersey, and is subject to the personal jurisdiction of this Court under the United States Constitution, the laws of the State of New Jersey, and the Federal Rules of Civil Procedure.

BACKGROUND FACTS

The Property And Its Development

13. Hanover 3201 has entered into a lease and site development agreement with Wegmans to lease certain property and build a large full-service supermarket at parcel designated as Tax Lot 1, Block 3201 as situated in the Township of Hanover, Morris County, New Jersey (the “Property”).

14. In addition to the Wegmans, the Property is expected to be the site of a bank and three restaurants.

15. Pursuant to the agreements between Hanover 3201 and Wegmans, Hanover 3201 bears the burden of obtaining all necessary government approvals for the construction of the full-service supermarket.

16. Pursuant to the agreements between Hanover 3201 and Wegmans, if Hanover 3201 fails to obtain the necessary government approvals within 24 months of the date of the effective date of the lease, Wegmans, absent an extension, may nullify the agreements.

17. The effective date of the agreements is July 6, 2012.

18. If the approvals are not obtained, the Wegmans full-service supermarket cannot be built.

19. If the Wegmans is not built Hanover 3201 will lose the substantial value of its agreements.

The Full-Service Supermarket

20. Commerce in full-service supermarkets is substantial and affects interstate commerce.

21. Most people prefer to purchase their food from food supermarkets located near their homes and most food shoppers prefer a “one-stop shopping” experience.

22. Most food shoppers prefer to go home immediately after completing their food shopping.

23. Most food shoppers have come to expect full-service supermarkets to supply not only traditional groceries but additional amenities, including “to go” prepared foods, prepared foods that can be eaten on-site, liquor available for purchase for consumption both on-site and off-site, specialty products, and other services such as pharmacies, banks, and fitness centers.

24. It therefore follows that proximity to both a large upscale population and major thoroughfares defines the value of any particular location for a full-service supermarket that supplies numerous amenities and one-stop shopping because it provides the shopper the ability to quickly arrive at home after completing all of their shopping at a single location.

25. Barriers to entry into the greater Morristown geographic market for full-service supermarkets are high given the need for available property to construct a full-service supermarket, large expenses associated with any such development, the need for government approvals, the finite needs of shoppers, and the conduct of other full-service supermarkets within the geographic market, as more particularly described herein, all make it difficult for new full-service supermarkets to enter the geographic market.

26. Defendant Village has acknowledged in its public filings that the supermarket business in general is “highly competitive and characterized by narrow profit margins” and that “[r]esults of operations may be materially adversely impacted by competitive pricing and promotional programs, industry consolidation and competitor store openings.”

The Shoprite Of Greater Morristown

27. The ShopRite of Greater Morristown is a 77,000 sq. ft. supermarket located at 178 East Hanover Avenue at the intersection of Horsehill Road in the Township of Hanover.

28. According to public filings, on November 6, 2013 Defendant Village opened the ShopRite of Greater Morristown as a “replacement store in Hanover Township” to “serve the greater Morristown area and replace the Morris Plains store,” which was a ShopRite supermarket owned by Village in Morris Plains at the corner of Route 202 and Route 10, which has since closed.

29. The ShopRite of Greater Morristown is self-described as “a shopping experience unlike any other supermarket or food store.”

30. The store, in addition to traditional groceries, also describes itself as having a “Health & Wellness Center including a fitness studio,” and a “European Food Hall offering food crafted in store by an experienced internationally trained culinary team.” The ShopRite of Greater Morristown also touts itself as incorporating “a liquor store showcasing a wide variety of packaged goods from craft brews, fine wines and top shelf liquors.” Shoppers can buy liquor for consumption on-site or off-site.

31. The ShopRite of Greater Morristown is, according to Village, designed to “reinvent your idea of food shopping.”

32. The ShopRite of Greater Morristown is, according to Village, approximately two miles from the site of the proposed Wegmans full-service supermarket.

The Proposed Wegmans

33. The proposed Wegmans full-service supermarket would be approximately 2,000 feet from the intersection of Route 10 and Interstate 287.

34. According to Village’s filings in the Superior Court of New Jersey in the matter *Village Supermarket Inc. v. The Planning Bd. of the Twp. Of Hanover and Hanover 3201 Realty LLC*, Docket No. L-2159-13, pending in the Superior Court of New Jersey, Law Division - Morris County, the proposed Wegmans full-service supermarket would be approximately two miles from the ShopRite of Greater Morristown.

35. There are no other full-service supermarkets in Hanover Township.

36. There are no other full-service supermarkets within a similar distance as the proposed Wegmans to the ShopRite of Greater Morristown. There is a Stop & Shop of Morris

Plains which is full-service supermarket but it almost twice as far from the ShopRite of Greater Morristown as the proposed Wegmans.

37. Given the desire of shoppers to have “one-stop” convenience and to be able to go home with perishable groceries, the proposed Wegmans, as a new full-service supermarket for consumers in the immediate vicinity of the ShopRite of Morristown, would compete directly with the existing ShopRite of Greater Morristown in the same geographic market to provide the full-service supermarket experience to consumers.

38. Defendant Village has acknowledged in its public filings that Wegmans is one of Village’s “principal competitors,” and that competition with Wegmans, amongst others, is based in part on store location.

Village’s Sham Litigations Against 3201 Hanover And Other Anticompetitive Conduct

39. As a direct competitor of the proposed Wegmans in the market for full-service supermarkets in the greater Morristown geographic area, Village, both individually as well as in conspiracy with as yet unknown individuals and corporations associated with Village, engaged in a course of conduct designed to hinder, impede, delay, obstruct, and/or prevent Hanover 3201 from promptly obtaining all necessary government approvals for the construction of the proposed Wegmans, which would be the only full-service supermarket in Hanover Township and the only other full-service supermarket besides the Stop & Shop of Morris Plains and Village’s ShopRite of Greater Morristown in the greater Morristown geographic market.

40. Specifically, in direct response to Hanover 3201’s efforts to secure the necessary government approvals, Village has taken every opportunity to interfere, including the submission of baseless objections by counsel and independent consultants commissioned by Village, requests for adjudicatory hearings and other meetings and conferences regarding Hanover 3201’s

various applications, and the filing of an action in lieu of prerogative writs, all with the intent to hinder, impede, delay, obstruct, and/or prevent Hanover 3201 from developing a competing full-service supermarket in the greater Morristown geographic market.

A. The Stop & Shop Litigation

41. Village's efforts to construct and open the ShopRite of Greater Morristown were hindered when it was sued in an Action in Lieu of Prerogative Writs on October 5, 2012 by Stop & Shop, which is a grocery store chain with many stores in New Jersey (the "Stop & Shop Action").

42. The Township of Hanover Planning Board (the "Planning Board") was a co-defendant with Village in the Stop & Shop Action.

43. In the Stop & Shop Action, Stop & Shop complained that the Planning Board was arbitrary and capricious in granting the approvals necessary for Village to construct the ShopRite of Greater Morristown.

44. On July 11, 2013, Village and the Hanover Planning Board obtained a Trial Order dismissing the Stop & Shop Action.

45. As of the dismissal of the Stop & Shop Action, Village was no longer a co-defendant with the Hanover Planning Board, no longer had a continued community of interest with the Hanover Planning Board, and its approvals from the Hanover Planning Board were now fully and finally resolved in its favor.

46. Having protected its place in the market, just weeks later, Village proceeded to engage in the series of Sham Litigations described below.

47. The bad faith nature of Village's actions is evidenced by its failure to raise any of its purported objections until after the Stop & Shop Action had been fully resolved. That is, its

putative interest in the public good did not manifest itself until after it no longer had any joint interest with the Hanover Planning Board in July 2013.

48. As a direct result of Village's anticompetitive acts, Village has successfully maintained its monopoly as the only full-service supermarket in the greater Morristown geographic market and delayed the development of the proposed Wegmans, which would provide substantial direct competition to Village's ShopRite of Greater Morristown in the relevant market.

B. The FHA Permit

49. In conjunction with the Wegmans project, Hanover 3201 sought a Flood Hazard Area ("FHA") Individual Permit from the New Jersey Department of Environmental Protection ("DEP").

50. On August 16, 2013 the DEP granted the FHA permit to Hanover 3201.

51. After the Stop & Shop Action had been fully resolved in favor Village and the Hanover Planning Board, Village sought to hinder and obstruct the permit already granted to Hanover 3201.

52. On October 3, 2013, Village submitted an appeal to the DEP challenging the DEP's grant of the FHA permit to Hanover 3201, making a request for an adjudicatory hearing, which hearing, if granted, would postpone the finality of the permit and thus delay the construction of the Wegmans supermarket. Village's October 3rd appeal sought an order vacating the FHA permit, and requiring Hanover 3201 to start the FHA permitting process before the DEP all over again (hereinafter the "FHA Permit Challenge").

53. The sole asserted basis for Village's standing to bring the FHA Permit Challenge was that Village's operations of its Shoprite of Greater Morristown, and a then-existing Shoprite

located in Morris Plains at the corner of Route 202 and Route 10 which has since closed, “will be detrimentally impacted” by the competition created by the Wegmans full-service supermarket.

54. On October 21, 2013, and in opposition to Village’s FHA Permit Challenge, Hanover 3201 explained that Village did not have standing to seek an adjudicatory hearing on Hanover 3201’s FHA permit.

55. Specifically, Hanover 3201 explained that the New Jersey Flood Hazard Area Control Act, N.J.S.A. 58:16A-50 (the “FHA”) does not contain any provision granting third parties a right to an adjudicatory hearing to contest a permit issued by the DEP. This was supported by both the statute and case law. Similarly, Village did not have a particularized property interest that would otherwise give it standing to challenge the FHA Permit as Village’s only claim was that it was a competitor and that the issuance of the FHA Permit would injure its economic interests.

56. Despite not having standing to bring its FHA Permit Challenge, on November 22, 2013, Village persisted in its FHA Permit Challenge through its submission of a disingenuous and calculated response lacking in merit and aimed at distracting the DEP from the simple legal fact that Village had no standing to even request a hearing in the first instance.

57. Village’s November 22, 2013, submission set forth its objections only to the nature of notice and did not provide a basis for Village’s standing to assert any objections.

58. On November 26, 2013, Hanover 3201 wrote in response to Village’s continued FHA Permit Challenge and explained again that Village does not have standing to seek an adjudicatory hearing on Hanover 3201’s FHA permit, noted that Village does not even claim that it is entitled to a hearing, and further explained that Village’s allegations of notice deficiencies are meritless and requested that the DEP immediately deny Village’s request for an adjudicatory

hearing, which request is nothing more than an abuse of the administrative adjudicatory hearing process aimed at miring the Permit in a never-ending review process.

59. Thereafter, on December 20, 2013, having not received a response from the DEP concerning the status of Village's October 3, 2013, request for an adjudicatory hearing, Hanover 3201 submitted a follow-up letter requesting the DEP's immediate denial of Village's request for the reasons set forth in Hanover 3201's prior letters.

60. On December 31, 2013, Village once again submitted a letter to the DEP in support of its FHA Permit Challenge, which letter once again failed to set forth a basis for Village's standing to assert any objections to the FHA permit or request an adjudicatory hearing, and instead it simply stated that Village "disagrees with Hanover 3201's position and reiterates its position" from its November 22, 2013 letter.

61. Upon information and belief, at the time Village brought its FHA Permit Challenge and throughout its pursuit of its FHA Permit Challenge Village knew that it had no rights to obtain an adjudicatory hearing to challenge the DEP's grant of the FHA permit to Hanover 3201.

62. Upon information and belief, at the time Village brought its FHA Permit Challenge and throughout its pursuit of its FHA Permit Challenge Village knew it did not have a valid notice claim as it had received actual notice of the FHA permit granted to Hanover 3201.

63. Thus, there is no objective good faith basis for Village's FHA Permit Challenge, which seeks to cancel Hanover 3201's FHA permit, because no reasonable litigant could conclude that Village had standing to seek an adjudicatory hearing to challenge the FHA permit, or that Village had a valid notice claim.

64. Rather than seeking a justifiable legal remedy Village's FHA Permit Challenge was motivated instead by a desire to impose anti-competitive injury by hindering, impeding, delaying, obstructing, and/or preventing Hanover 3201 from promptly obtaining all necessary government approvals for the construction of the proposed Wegmans, which Wegmans would directly compete with Village's ShopRite of Greater Morristown.

C. The Wetlands Permits

65. In conjunction with the proposed Wegmans and in accordance with its obligations under its lease and development agreement with Wegmans, in May 2013, Hanover 3201 submitted a Multi-Permit Application to the DEP seeking the FHA permit discussed above, as well as a number of Freshwater Wetlands General Permits and a Transition Area Waiver under the Freshwater Wetlands rules (collectively, the "Wetlands Permit Application").

66. After the Stop & Shop Action had been fully resolved in favor of Village and the Hanover Planning Board, Village sought to hinder and obstruct the permitting process.

67. Specifically, as a direct competitor of the proposed Wegmans, Village engaged in a course of conduct aimed at hindering, impeding, delaying, obstructing, and/or preventing Hanover 3201 from promptly obtaining all necessary government approvals for the construction of the proposed Wegmans, by challenging the Wetlands Permit Application before the DEP (hereinafter, the "Wetlands Permit Challenge").

68. Specifically, on August 8, 2013, Wander Ecological Consultants ("Wander"), on behalf of Village, submitted a letter to the DEP setting forth numerous alleged issues and objections Village had with Hanover 3201's Wetlands Permit Application.

69. Included in Wander's August 8, 2013 list of issues was a complaint that the "Notice to Neighboring Landowners" included with Hanover 3201's Wetlands Permit Application was technically deficient.

70. Also included in Wander's August 8, 2013 list of issues were comments regarding the location of the Property and its potential suitability as habitat for certain endangered and threatened species, including the endangered Indiana Bat.

71. In addition, on August 14, 2013, counsel for Village submitted a letter to the DEP on behalf of Village re-submitting Wander's August 8, 2013 letter and explaining to the DEP that Village, who owns 29 ShopRite supermarkets, has concerns and objections to Hanover 3201's Wetlands Permit Application and has separately submitted objections and concerns to Hanover 3201's FHA Permit Application.

72. Village's August 14, 2013, letter "strongly urge[d]" the DEP to "diligently and prudently" evaluate Hanover 3201's FHA permit and Wetlands Permit Application and to not act with "haste" in approving Hanover 3201's permit applications.

73. Village's August 14, 2013, letter also stated that "the municipal approvals for the subject property were expedited (and are now under appeal)."

74. Finally, Village's August 14, 2013, letter requested a meeting or conference with the DEP to discuss Hanover 3201's permit "applications and the subject and surrounding properties."

75. Village submitted its objections to the DEP even though it lacked an interest in the Wetlands Permit Application other than as a competitor interested in stifling competition in the market for full-service supermarkets in the Greater Morristown geographic area.

76. Specifically, Village does not own property that abuts the State Highway near the location of the Route 10 and Ridgedale Avenue intersection that is the subject of the Wetlands Permit Application and Village's ShopRite of Greater Morristown is, according to Village, approximately two miles from the site of the proposed Wegmans full-service supermarket.

77. Nevertheless, on August 14, 2013, Hanover 3201 prepared a corrected "Notice to Neighboring Landowners" due to an administrative error in the original public notice and the corrected notice was mailed out on August 16, 2013.

78. Thereafter, the DEP provided Hanover 3201 with Village's comments and objections to the Wetlands Permit Application and requested a response.

79. In response, on September 5, 2013, Hanover 3201's consultant Paulus, Sokolowski and Sartor, LLC ("Paulus") submitted a response in which Paulus rebutted every objection lodged by Village explaining the lack of merit for each, including that the technical defect in the notice to the public had already been cured.

80. In addition, counsel for Hanover 3201 submitted a letter to the DEP on September 4, 2013, noting the lack of merit in Village's comments to the Wetlands Permit Application and further noting its rejection of Village's suggestion that the Hanover Planning Board acted with haste in approving the site plan application, which application conformed to the Hanover Zoning and Land Use Ordinances in all material respects. The September 4, 2013 letter also explained that Village did not appear before the Hanover Planning Board in connection with Hanover 3201's site plan application.

81. Despite having no interest in the Wetlands Permit Application other than as a competitor to the proposed Wegmans interested in derailing Hanover 3201's efforts to obtain the necessary approvals for the proposed Wegmans, Village proceed with its anti-competitive acts

throughout at least the months of September through November of 2013, including Village's consultant, Wander, contacting both the DEP and the United States Fish and Wildlife Service ("FWS") by telephone, email, and in an additional letter to submit additional information regarding Village's complaints about the Wetlands Permit Application in an admitted effort to further hinder, impede, delay, obstruct, and/or prevent Hanover 3201 from promptly obtaining all necessary government approvals for the construction of the proposed Wegmans.

82. In fact, in one such email communication on September 12, 2013 from Wander to a representative of the FWS, Wander admitted that in response to Hanover 3201's Wetlands Permit Application Wander had submitted objections on behalf of Village to the DEP and "managed to delay the issuance of approvals based on a technicality."

83. That same September 12, 2013, email from Wander to the FWS in which Wander was seeking to convince the FWS that the subject Property was good habitat for the Indiana Bat and to have the FWS require an Indiana Bat survey, Wander also explained that it had submitted other substantive comments to the DEP about the Wetlands Permit Application that "may delay things a bit longer," but expressed concern that the DEP may issues approvals soon and expressed appreciation to the FWS for "looking into this."

84. Upon information and belief, Village knew that submitting its objections to the DEP and contacting the FWS would result in a delay in the DEP's consideration of Hanover 3201's Wetlands Permit Application and would lead to the FWS becoming involved in the application even though the wetlands at issue are not federally regulated waters, all of which would result in a delay in the issuance of the requested permits by the DEP.

85. In addition to Village's communications with the DEP and FWS, and again despite having no legitimate interest in the subject Property or the proposed Wegmans other than

as a competitor seeking to stifle and eliminate competition, Village proceed with its anti-competitive scheme through numerous requests for documents pursuant to the Open Public Records Act (“OPRA”) to the Township of Hanover for Hanover 3201’s Wetland Permit Application in an effort to seek out additional alleged deficiencies in the application that it could use to hinder, impede, delay, obstruct, and/or prevent Hanover 3201’s efforts to promptly obtain the necessary permits for the construction of the proposed Wegmans.

86. In fact, after receiving Hanover 3201’s Wetlands Permit Application, by way of a November 14, 2013 letter, Village once again took the opportunity to submit additional comments and objections to the DEP and did so once again in a calculated effort to hinder, impede, delay, obstruct, and/or prevent Hanover 3201’s efforts to promptly obtain the necessary permits for the construction of the proposed Wegmans.

87. Village’s November 14, 2013 letter set forth numerous comments and arguments regarding alleged technical deficiencies in Hanover 3201’s Wetlands Permit Application and the DEP’s treatment of same, as well as with the notice published by the DEP in the NJDEP Bulletin.

88. For example, Village erroneously argued, *inter alia*, that the DEP had rejected Hanover 3201’s initial Wetlands Permit Application and therefore a new complete application should have been resubmitted to the DEP by Hanover 3201 before the DEP could consider the Wetlands Permit Application.

89. Village made these objections even though it has no interest in the subject property or the Wetlands Permit Application other than as a competitor, and even though the DEP had never rejected Hanover 3201’s Wetlands Permit Application.

90. In addition, Village also submitted a November 14, 2013 letter to the DEP from its consultant, Wander, which once again set forth many of the same objections and comments made in Wander's August 8, 2013 letter, all of which again were submitted in an effort to further Village's scheme to hinder, impede, delay, obstruct, and/or prevent Hanover 3201's efforts to promptly obtain the necessary permits for the construction of the proposed Wegmans.

91. Village, through Wander, made these objections to the DEP even though it has no interest in the subject property or the Wetlands Permit Application other than as a competitor.

92. Thereafter the DEP informed Hanover 3201 that it would be publishing a new notice in the NJDEP Bulletin and that at the present time the DEP did not require further information or response from Hanover 3201.

93. In addition, the DEP and the FWS subsequently conducted a site inspection of the Property and, on January 31, 2014 the DEP issued the requested Freshwater Wetlands General Permits and a Transition Area Waiver to Hanover 3201 with various conditions, including a condition that an Indiana Bat Presence/Absence (Phase 2) survey be conducted in the spring before any site prep, land clearing, grading or construction activities may proceed.

94. Upon information and belief, at the time Village pursued its Wetlands Permit Challenge it knew that all or the majority of its objections were unwarranted and instead were pretext to delay the DEP's issuance of the requested permit, yet Village persisted in bringing its Wetlands Permit Challenge.

95. Thus, there is no objective good faith basis for Village's Wetlands Permit Challenge.

96. Instead, upon information and belief, Village's Wetlands Permit Challenge was motivated by a desire to impose anti-competitive injury by seeking to hinder, obstruct, delay,

impede and/or prevent Hanover 3201 from promptly obtaining all necessary government approvals for the construction of the proposed Wegmans, which would directly compete with Village's ShopRite of Greater Morristown.

D. The DOT Dispute

97. The Property now owned by Hanover 3201 was previously owned by Prudential Insurance Company of America ("Prudential"). The Property is a portion of a larger piece of land which was originally envisioned as an office campus (the "Campus"). In 1998 PruBeta-3, a subsequent owner after Prudential which was related to Prudential, sold the Campus to Parsippany Campus Realty Associates, L.P. ("PCRA LP"). PCRA, which was related to Mack-Cali Realty Corporation ("Mack-Cali"), transferred the Campus in 1999 to Parsippany Campus Realty Associates, LLC ("PCRA LLC") another Mack-Cali entity. In 2011, PCRA LLC transferred that portion of the Campus comprising the Property to Hanover 3201.

98. On November 14, 1978, Prudential entered into a four-phased Developer's Agreement No. 2585 (the "1978 Developer's Agreement") with the DOT to build road improvements as Prudential reached certain levels of development on the Campus.

99. Over the years as the Campus was developed, Prudential and the DOT amended the 1978 Developer's Agreement through two Addendums dated June 26, 1981 ("First Addendum") and May 27, 1986 ("Second Addendum") respectively.

100. In 2011, when Hanover 3201 acquired the Property the 1978 Developer's Agreement and the First and Second Addendums were assigned to Hanover 3201.

101. The 1978 Developer's Agreement specifically contemplated that the DOT and the developer would meet to discuss the scope of work, the financial responsibilities of the parties

and the intent of the various portions of the agreement addressing development associated with Phases III and IV.

102. The Second Addendum formalized changes in the phasing plan as anticipated in the 1978 Developer's Agreement, and the agreed upon allowable build-out of the Phase III roadway improvement plan as set forth in the Second Addendum was tied to a total development of 1,750,000 square feet.

103. Other already completed development in Phase III included a total of approximately 849,020 square feet, leaving an additional allowable development in Phase III of approximately 900,980 square feet.

104. The proposed Wegmans is part of a proposed 170,455 square foot shopping center being developed within the square footage allotted to Phase III and can be built within the limits of the 1,750,000 square feet permitted by that phase of development.

105. All Phase III traffic improvements required by the 1978 Developer's Agreement and the Second Addendum were completed.

106. The Phase IV traffic improvements set forth in the 1978 Developer's Agreement and Second Addendum, including what is referred to as a "grade separation" or "overpass" over Interstate 287 ("I-287"), were not required until such time as the permitted 1,750,000 square feet of development associated with Phase III have been completed.

107. In conjunction with the Phase III proposed Wegmans shopping center, Hanover 3201 is proposing improvements to the signalized intersection of Ridgedale Avenue and Route 10.

108. In furtherance of the proposed improvements and pursuant to its obligations under Hanover 3201's lease and development agreement with Wegmans, Hanover 3201 submitted a

Major Street Intersection with Planning Review Application (“MSI Permit Application”) to the New Jersey Department of Transportation (“DOT”).

109. After the Stop & Shop Action had been fully resolved in favor of Village and the Hanover Planning Board, Village sought to hinder and obstruct the DOT permit sought by Hanover 3201.

110. Specifically, as a direct competitor of the proposed Wegmans, Village engaged in a series of actions to challenge the MSI Permit Application before the DOT (hereinafter, the “MSI Permit Challenge”), which actions were aimed at hindering, impeding, delaying, obstructing, and/or preventing Hanover 3201 from promptly obtaining all necessary government approvals for the construction of the proposed Wegmans, which Wegmans would directly compete with Village’s ShopRite of Greater Morristown.

111. On September 17, 2013, Village submitted a letter to the DOT containing objections to the MSI Permit Application, including a September 17, 2013 traffic engineering analysis by Henry J. Ney, P.E. commissioned by Village, and requesting that the DOT deny Hanover 3201’s MSI Permit Application.

112. Village’s September 17, 2013, letter also requested a meeting with the DOT to discuss its “concerns” regarding the MSI Permit Application.

113. Village submitted its objections even though it lacked an interest in the MSI Permit Application other than as a competitor interested in stifling competition in the market for full-service supermarkets in the Greater Morristown geographic area.

114. Specifically, Village does not own property that abuts the State Highway near the location of the Route 10 and Ridgedale Avenue intersection that is the subject of the MSI Permit

Application and Village's ShopRite of Greater Morristown is, according to Village, approximately two miles from the site of the proposed Wegmans full-service supermarket.

115. On October 7, 2013, Hanover 3201 wrote to the DOT in response to Village's submission and noted Village's lack of an interest in the MSI Permit Application other than as a competitor seeking to avoid competition.

116. Despite having no standing before the DOT to complain about Hanover 3201's MSI Permit Application, Village proceed with its anti-competitive scheme through a series of requests for documents pursuant to the Open Public Records Act ("OPRA") to the DOT, the Township of Hanover, Township of Morris Plains, and the Township of Parsippany in an effort to seek out additional information it could use to contest Hanover 3201's right to make the proposed improvements to the signalized intersection of Ridgedale Avenue and Route 10 or to otherwise construct the proposed Wegmans, thereby hindering, impeding, delaying, obstructing, and/or preventing Hanover 3201 from promptly obtaining all necessary government approvals for the construction of the proposed Wegmans.

117. In addition, in furtherance of its anti-competitive scheme, according to Village, it had meetings and other oral communications with the DOT to, amongst other things, alert them to what Village claimed was an obligation of Hanover 3201 to build the I-287 overpass prior to Hanover 3201 being able to move forward with further development on the Property, including the planned Wegmans.

118. Village similarly sought to so advise the DOT in writing of Hanover 3201's purported obligation to build an overpass over I-287 before further developing the Property.

119. Specifically, on October 9, 2013 Village submitted a letter to the DOT in further support of its MSI Permit Challenge in which it submitted a copy of the two addendums to the

1978, Developer's Agreement No. 2585, and in which it asserted the 1978 Developer's Agreement as amended by the Addendums requires Hanover 3201, as the successor in title, to make the Phase IV traffic improvements, including the overpass over I-287, before additional development may proceed in "Phase IV" of the project.

120. In response, on November 12, Hanover 3201 submitted a letter to the DOT as well as a letter from its traffic engineer consultant explaining that the proposed Wegmans is part of the allowable build-out of 1,750,000 square footage of development associated with Phase III and that, even with the proposed 170,455 square feet contemplated by the proposed Wegmans shopping plaza, the total development to date in Phase III is well below the permitted 1,750,000 square footage.

121. In addition, in response to a request from the DOT for confirmation that the proposed Wegmans shopping center is supported by traffic improvements previously installed pursuant to the 1978 Developer's Agreement and Addendums, Hanover 3201's traffic engineer consultant submitted a December 2, 2013 letter providing the requested confirmation as well as Exhibit A-2 to the 1986 Addendum, which described the allowable development related to Phase III as 1,750,000 square feet.

122. Thereafter, on December 13, 2013, Hanover 3201, through counsel, submitted a letter to the DOT providing additional information it had learned that evidences that in 1996-1997 the DOT and Hanover 3201's predecessor, Prudential, contemplated executing a third Addendum to the 1978 Developer's Agreement, which Addendum would have confirmed that Prudential had no obligation to construct the Phase IV roadway improvements, including the I-287 overpass, and that under the 1978 Developer's Agreement and Addendums the developer

was entitled to construct an additional 1,177,150 square feet before construction of the Phase IV traffic improvements by DOT.

123. The December 13, 2013, letter also explained to the DOT that although the contemplated third Addendum was not executed, Prudential partially performed its obligations under the draft agreement when it subdivided certain property located along Routes 10 and I-287 for the sole purpose of conveying that property to the DOT under the draft agreement. In addition, Prudential also designed conceptual/schematic plans related to the Phase IV improvements as contemplated under the draft third Addendum.

124. The December 13, 2013, letter also advised the DOT that Hanover 3201 was given to understand that the draft third Addendum was not executed because at least Hanover Township and the Federal Highway Administration had objections to the location of the proposed I-287 overpass that would have been constructed by DOT.

125. On February 12, 2014, the DOT issued a letter rejecting certain of the traffic calculations advanced by Village and, rather than grant the requested waivers, directed Hanover 3201 to consider constructing a reverse loop jughandle, which would eliminate the need for the waiver. In addition, while noting that the proposed retail development will generate weekend peak hour traffic greater than that contemplated for Phase III under the 1978 Developer's Agreement and Addendums, the DOT acknowledged that any contemplated improvements may not be possible or beneficial. Thus, the DOT recommended further modification to the 1978 Developer's Agreement and Addendums be negotiated.

126. Despite not having standing in the first instance to bring its MSI Permit Challenge, and despite Hanover 3201's submissions establishing that the proposed Wegmans shopping center is part of the Phase III developments and that all required Phase III traffic

improvements were completed long ago and that there were significant objections to the location of the proposed I-287 overpass and therefore such an improvement was not even appropriate or feasible, Village has not withdrawn its objections to Hanover 3201's MSI Permit Application, including its assertion that Hanover 3201 must build the I-287 overpass before it proceeds with any further development.

127. Upon information and belief, at the time Village brought its MSI Permit Challenge it knew that it had no interests sufficient to allow it to object to the MSI Permit Application yet Village persisted in asserting objections and has yet to withdraw any such objections.

128. Upon information and belief, at the time Village and/or its counsel, who had previously represented Prudential, pursued its MSI Permit Challenge it knew that Hanover 3201 had no obligation to proceed with Phase IV traffic improvements under the 1978 Developer's Agreement and First and Second Addendums yet Village persisted in objecting to the MSI Permit Application by asserting Hanover 3201 had such obligations and has yet to withdraw its objection.

129. Thus, there is no objective good faith basis for Village's MSI Permit Challenge.

130. Instead, upon information and belief, rather than seeking a justifiable legal remedy Village's MSI Permit Challenge was motivated by a desire to impose anti-competitive injury by seeking to hinder, obstruct, delay, impede and/or prevent Hanover 3201 from promptly obtaining all necessary government approvals for the construction of the proposed Wegmans, which would directly compete with Village's ShopRite of Greater Morristown.

E. The Action in Lieu of Prerogative Writs

131. Throughout the Summer of 2012, a variety of state and local media outlets ran repeated stories advising the public that a Wegmans would be opened at the Hanover 3201 property.

132. On information and belief, Village was aware no later than August of 2012 that the Wegmans lease with Hanover 3201 had been executed and was planned for development.

133. At an August 28, 2012 Township Committee of the Township of Hanover (the “Township Committee”) hearing the President and CEO of Mack-Cali, on behalf of Hanover 3201, sought to amend Hanover’s Zoning Ordinance to allow the Property to be used for retail space. The Property was, at the time, limited to office space by the Zoning Ordinance which zoned the Property as OB-RL2.

134. Hanover 3201 stated at the August 28, 2012 Township Committee meeting that a lease had been signed with Wegmans, which was the prospective tenant for the Property.

135. While Hanover 3201’s application for the zoning change was undergoing review, Village was defending itself in an action regarding the ShopRite of Greater Morristown.

136. While the Stop & Shop Action was still ongoing, after public notice of the proposed rezoning, on October 25, 2012, the Township Committee granted Hanover 3201’s zoning change application for the Wegmans’ project.

137. Village did not attend any of the Township Committee meetings regarding the rezoning for the Wegmans’ project and it did not submit any objections to the Township Committee.

138. On March 7, 2013, after the zoning change's adoption, Hanover 3201 filed an application for preliminary and final site plan and bulk variance approval for the Wegmans Project from the Hanover Planning Board.

139. On June 18, 2013, the Hanover Planning Board held a hearing on Hanover 3201's application. Notice of the hearing was duly published at least 10 days prior to the hearing. During the hearing, Hanover 3201 presented engineering and traffic experts and provided fact testimony as well. The Hanover Planning Board voted to approve the proposal.

140. On June 25, 2013, the Hanover Planning Board adopted a resolution approving Hanover 3201's application for preliminary and final site plan and bulk variance approval. The site plan for the construction of the Wegman's was given final approval and the site plan for the construction of the remaining buildings on the Property was given preliminary approval.

141. Village did not attend the meetings of the Hanover Planning Board and did not submit objections.

142. On August 12, 2013, after the final approvals in favor of Hanover 3201 and after the conclusion of the Stop & Shop Action, Village filed an Action in Lieu of Prerogative Writs (hereinafter, the "PW Action") against the Hanover Planning Board and Hanover 3201 in an effort to nullify the site plan approval zoning approvals already obtained by Hanover 3201.

143. The initial complaint in the PW Action set out in twelve counts the basis for Village's purported belief that Hanover 3201's approvals were arbitrarily and capriciously granted.

144. On September 12, 2013, Village filed a First Amended Complaint in the PW Action, which added five new paragraphs, which included factual supplementations. The purpose of the amendment was simply to delay the PW Action.

145. The PW Action is objectively baseless both because Village has sustained no injury in fact as a result of the Planning Board action and because Village's claims are unfounded.

146. For example, Village does not assert in the First Amended Complaint that it has suffered any adverse effect on its use of any Village property as a result of the actions of the Hanover Planning Board. Instead, Village simply states that it is constructing its own full-service supermarket in Hanover about two miles away.

147. Fear of increased competition or even an actual adverse effect of Village's share of business in the relevant market does not provide a basis for Village's action in lieu of prerogative writs.

148. Further, Village's PW Action is nothing more than a repackaging of its various improper administrative challenges discussed above, which repetition of putative violations in yet another forum is blatant harassment designed to eliminate or delay competition.

149. Further, in yet another maneuver designed to delay, in Village's PW Action it also sought extensive and unnecessary discovery regarding NJDOT approvals as well as extensions of time to submit its trial brief and leave to file yet another amended pleading. However, as a matter of law, Planning Board approval is subject to other agency approval pursuant to N.J.S.A. 40:55-22. Thus, the need for state agency approvals cannot be grounds to attack the Hannover Planning Board Resolution.

150. In addition, as if Village's prior delay tactics were not enough, on February 18, 2014, Village filed its Second Amended Complaint, along with its trial brief, and once again another motion for leave to supplement the record and to file a third amended complaint to add the governing body of the Township of Hanover as a defendant and to challenge Ordinance No.

23-12, introduced on October 25, 2012 and adopted December 13, 2012, which changed the zoning of the Property from OB-RL2 (Office Building and Research Laboratory) to OB-DS (Office Building - Designated Shopping Center Zone District).

151. Upon information and belief, at all times Village pursued its PW Action it knew that its claims were unfounded and designed to hinder, obstruct, delay, impede and/or prevent competition in the relevant market.

152. There is no objective good faith basis for Village's PW Action.

153. Instead, upon information and belief, rather than seeking a justifiable legal remedy Village's PW Action was motivated by a desire to impose anti-competitive injury by seeking to hinder, obstruct, delay, impede and/or prevent Hanover 3201 from promptly obtaining all necessary government approvals for the construction of the proposed Wegmans, which would directly compete with Village's ShopRite of Greater Morristown.

F. Village's Practice of Interfering with Other Competitor Development Projects

154. Upon information and belief, Village's anticompetitive conduct in connection with the proposed Wegmans is not the first time Village, as well as business entities and individuals associated with Village, including, for example, other ShopRite owners and Wakefern, have engaged in such a course of conduct to interfere with a competitor to maintain or obtain monopoly power in a relevant market.

155. Upon information and belief, Village, as well as business entities associated with Village, including other ShopRite owners and Wakefern, have engaged in the type of anticompetitive conduct alleged above in numerous other projects throughout the State of New

Jersey, both by submitting baseless objections to various municipal and state governmental bodies, as well as filing baseless prerogative writ actions throughout the State.

156. For example, in the matter *Village Supermarket Inc. v. The Planning Bd. of the Twp. Of Union and Aldi, Inc.*, Docket No. L-3398-08, Village unsuccessfully opposed variance relief granted to a competitive supermarket in Union Township not only at the municipal level, but also through the filing of an action in lieu of prerogative writs and an appeal of the court's decision upholding the decision of the Planning Board.

157. In another example, in the matter *Rockaway Shoprite Assocs., Inc. v. City of Linden and Council of the City of Linden, and Linden Development, LLC*, Docket No. L-01516-09, another Wakefern cooperative member opposed the rezoning of the former GM site in Linden to permit commercial and retail uses, including a Wal-Mart Superstore. Although the Appellate Division found the City's notice was defective and reversed the trial court, it upheld the substantive validity of the ordinance and the Supreme Court denied Rockaway Shoprite's petition for certification to review the substantive validity of the ordinance. Once the City cured the defective notice and the Planning Board later issued site plan approvals, Rockaway Shoprite filed suit again in the matter *Rockaway Shoprite Assocs., Inc. v. City of Linden and Council of the City of Linden, and Linden Development, LLC*, Docket No. L-4800-11, and ultimately the Appellate Court affirmed the dismissal of the portion of the challenge to the site plan approvals based on the substantive validity of the amended ordinance.

158. In yet another example, in the matter *Wakefern Food Corp. and ShopRite Supermarkets, Inc. v. Clark Commons, LLC and The Planning Board of the Township of Clark*, Docket No. L-3757-13, another Wakefern cooperative member and affiliate and operating subsidiary of Wakefern, challenged through an action in lieu of prerogative writs, a land use

approval granted to the developer of a shopping complex that would house a competitive supermarket – Whole Foods – in Clark Township. Although the prerogative writ action is ongoing, both the Clark Business Administrator and the developer have publically commented that ShopRite's suit is frivolous and an attempt to delay construction of the project because it will house a competitor.

159. In a matter in Hamilton Township, Village, through a shareholder, sued seeking to delay or block the construction of a Walmart Supercenter near a Village ShopRite. On information and belief, the Village stated that its interest in challenging the construction of the Walmart was to protect the value of Village's store.

160. Similarly, in a matter in Egg Harbor Township, Village sought to block the construction of a Walmart some four miles away from a ShopRite store through opposition to the project despite the lack of standing.

161. In a matter in Westfield, Village funded the opposition of an objector to a Stop & Shop project who did have standing. Evidencing both its realization of the need for standing, which it does not have here, and the efforts to which it is willing to go to block competition.

162. Upon information and belief, Village's anticompetitive conduct as alleged above is part of the business strategy and plan of Village, Wakefern, and other Wakefern cooperative members that own and operate supermarkets under the ShopRite banner.

163. Upon information and belief, Village is aware of the damage caused by its anticompetitive conduct.

164. In fact, upon information and belief, as a member of the Wakefern food cooperative that has accused others of such wrongful conduct, Village is familiar with the harm

that can befall a competitor supermarket from anticompetitive acts and other acts of wrongful competition and sham litigation.

FIRST COUNT
(Violation of Section 2 of the Sherman Act, 15 U.S.C. § 2
Sham Litigation: Monopolization, Attempted Monopolization,
and Conspiracy to Monopolize)

165. Plaintiff incorporates by reference the allegations previously set forth in this Complaint.

166. Defendants' conduct, as alleged above, violates Section 2 of the Sherman Act, 15 U.S.C. § 2. Through Village's sham litigation it engaged in predatory or uncompetitive conduct with a specific intent to monopolize.

167. On information and belief, when Village brought its FHA Permit Challenge, Wetlands Permit Challenge, MSI Permit Challenge, and the PW Action it knew or should have known that it did not have a legitimate interest in pursuing these challenges and that these challenges were objectively baseless.

168. By pursuing objections it knows were unfounded, Village intends to acquire monopoly power in the greater Morristown geographic market for full-service supermarkets.

169. Village's FHA Permit Challenge, Wetlands Permit Challenge, MSI Permit Challenge, and PW Action was also subjectively baseless because Village's claims were merely an attempt by Village to both interfere with Hanover 3201's business relationship with Wegmans, but also to interfere with Hanover 3201's efforts to obtain the necessary government approvals to build the competitor proposed Wegmans in the relevant market, as described above.

170. On information and belief, Village's FHA Permit Challenge, Wetlands Permit Challenge, MSI Permit Challenge, and PW Action were all motivated by a desire to impose anti-competitive injury on Hanover 3201 by preventing the development of the Wegmans on the

Property and thereby preventing Wegmans from entering the market for full-service supermarkets in the greater Morristown area, rather than by a justifiable legal remedy.

171. Unless Village's baseless FHA Permit Challenge, Wetlands Permit Challenge, MSI Permit Challenge, and the PW Action are withdrawn and/or dismissed, there is a dangerous probability that Village will acquire monopoly power because of its dominant position in the relevant market, the high entry barriers in the market, and the absence of other competitors.

172. By eliminating the proposed Wegmans as a full-service supermarket in the greater Morristown area, Village will have eliminated the only competitor entering this market, resulting in monopolistic power to Village.

173. Village has also intentionally and willfully conspired with other as yet unknown corporations and individuals to monopolize the market by way of the acts set forth above, including developing a business strategy with other corporations and individuals that it is associated with to gain and/or maintain monopoly power in the relevant market through the use of sham litigations and other anti-competitive acts. A substantial amount of commerce has been affected by the conspiracy to monopolize.

174. As a result of the Village's unlawful acts, Hanover 3201 has suffered and will continue to suffer antitrust injury in an amount to be proven at trial, including hindering, impeding, delaying, obstructing, and/or preventing Hanover 3201 from promptly obtaining all necessary government approvals for the construction of the proposed Wegmans and thereby hindering, impeding, delaying, obstructing, and/or preventing Hanover 3201 from realizing the financial benefits of its lease and development agreement with Wegmans. In addition, Village's conduct has forced Hanover 3201 to expend substantial amounts of money, time and human

resources in order to respond to Village's FHA Permit Challenge, Wetlands Permit Challenge, MSI Permit Challenge, and the PW Action.

SECOND COUNT
(New Jersey State Antitrust: Sham Litigation)

175. Plaintiff incorporates by reference the allegations previously set forth in this Complaint.

176. Village's unlawful acts and conduct as set forth above constitute sham litigation in violation of the New Jersey Antitrust Act (N.J.S.A. 56:9-1 *et seq.*). Through Village's sham litigation it engaged in predatory or uncompetitive conduct with a specific intent to monopolize.

177. On information and belief, when Village brought its FHA Permit Challenge, Wetlands Permit Challenge, MSI Permit Challenge, and the PW Action it knew or should have known that it did not have a legitimate interest in pursuing these challenges and that these challenges were objectively baseless.

178. By pursuing objections it knows were unfounded, Village intends to acquire monopoly power in the greater Morristown geographic market for full-service supermarkets.

179. Village's FHA Permit Challenge, Wetlands Permit Challenge, MSI Permit Challenge, and PW Action was also subjectively baseless because Village's claims were merely an attempt by Village to both interfere with Hanover 3201's business relationship with Wegmans, but also to interfere with Hanover 3201's efforts to obtain the necessary government approvals to build the competitor proposed Wegmans in the relevant market, as described above.

180. On information and belief, Village's FHA Permit Challenge, Wetlands Permit Challenge, MSI Permit Challenge, and PW Action were all motivated by a desire to impose anti-competitive injury on Hanover 3201 by preventing the development of the Wegmans on the

Property and thereby preventing Wegmans from entering the market for full-service supermarkets in the greater Morristown area, rather than by a justifiable legal remedy.

181. Unless Village's baseless FHA Permit Challenge, Wetlands Permit Challenge, MSI Permit Challenge, and the PW Action are withdrawn and/or dismissed, there is a dangerous probability that Village will maintain, enhance or acquire monopoly power because of its dominant position in the relevant market, the high entry barriers in the market, and the absence of other competitors.

182. By eliminating the proposed Wegmans as a full-service supermarket in the greater Morristown area, Village will have eliminated the only competitor entering this market, resulting in monopolistic power to Village.

183. As a result of the Village's unlawful acts, Hanover 3201 has suffered and will continue to suffer antitrust injury in an amount to be proven at trial, including hindering, impeding, delaying, obstructing, and/or preventing Hanover 3201 from promptly obtaining all necessary government approvals for the construction of the proposed Wegmans and thereby hindering, impeding, delaying, obstructing, and/or preventing Hanover 3201 from realizing the financial benefits of its lease and development agreement with Wegmans. In addition, Village's conduct has forced Hanover 3201 to expend substantial amounts of money, time and human resources in order to respond to Village's FHA Permit Challenge, Wetlands Permit Challenge, MSI Permit Challenge, and the PW Action.

184. Village's anti-competitive conduct has produced significant injury to Hanover 3201, including hindering, impeding, delaying, obstructing, and/or preventing Hanover 3201 from promptly obtaining all necessary government approvals for the construction of the proposed Wegmans and thereby hindering, impeding, delaying, obstructing, and/or preventing Hanover

3201 from realizing the financial benefits of its lease and development agreement with Wegmans. In addition, Village's conduct has forced Hanover 3201 to expend substantial amounts of money, time and human resources in order to respond to Village's FHA Permit Challenge, Wetlands Permit Challenge, MSI Permit Challenge, and the PW Action.

THIRD COUNT
(Tortious Interference with Lease and Site Development Agreement)

185. Plaintiff incorporates by reference the allegations previously set forth in this Complaint.

186. Village, as well as ABC Corporations 1-10 and John Does 1-10, knew or should have known that Hanover 3201 had entered into a lease and a site development agreement with Wegmans for the development of a Wegmans full-service supermarket on the Property.

187. Village, as well as ABC Corporations 1-10 and John Does 1-10, are not parties to the lease and site development agreement between Wegmans and Hanover 3201.

188. Hanover 3201 reasonably anticipated that it would be able to satisfy its obligations under the lease and site development agreement with Wegmans to obtain all necessary government approvals for the construction of the full-service supermarket on the Property within 24 months of the July 6, 2012, effective date of the lease.

189. Village, individually as well as along with ABC Corporations 1-10 and John Does 1-10, through the use of a series of sham litigations and other anti-competitive acts as set forth above, has interfered with the lease and site development agreement between Wegmans and Hanover 320.

190. Defendants' sham litigations and anti-competitive acts were undertaken willfully and intentionally to hinder, impede, delay, obstruct, and/or prevent the building of the Wegmans competing full-service supermarket.

191. Defendants' sham litigations and anti-competitive acts were undertaken willfully and intentionally to harm and injury Hanover 3201.

192. Village, individually as well as along with ABC Corporations 1-10 and John Does 1-10, knew or should have known that the sham litigations and anti-competitive acts were certain to interfere with Hanover 3201's ability to satisfy its obligations under the lease and site development agreement with Wegmans.

193. Defendants' sham litigations and anti-competitive acts have caused damage, injury and harm to Hanover 3201.

FOURTH COUNT
(Tortious Interference with Prospective Economic Advantage)

194. Plaintiff incorporates by reference the allegations previously set forth in this Complaint.

195. Hanover 3201 reasonably anticipated that it would be able to satisfy its obligations under the lease and site development agreement with Wegmans to obtain all necessary government approvals for the construction of the full-service supermarket on the Property within 24 months of the July 6, 2012, effective date of the lease, thereby entitling Hanover 3201 to proceed with the development of the Wegmans and collect rent under the terms of the lease agreement, which represents a substantial economic advantage to Hanover 3201.

196. Further, Hanover 3201 anticipated that the preliminary approval of the other four buildings for the Property – a bank and three restaurants – would come to fruition and permit Hanover 3201 to gain the advantage of leasing those locations. Because of the delays engineered by Village, both individually as well as along with ABC Corporations 1-10 and John Does 1-10, Hanover 3201 has been unable to move forward with leasing the four additional sites to its detriment.

197. Village, both individually as well as along with ABC Corporations 1-10 and John Does 1-10, through its use of a series of sham litigations and other anti-competitive acts as set forth above, has interfered with the lease and site development agreement between Wegmans and Hanover 3201 and Hanover 3201's prospective economic advantage under that lease and site development agreement.

198. Defendants' sham litigations and anti-competitive acts are willful and intentional.

199. Hanover 3201 has suffered damages and injury as a result of said interference with its prospective economic advantage.

FIFTH COUNT
(Civil Conspiracy)

200. Plaintiff incorporates by reference the allegations previously set forth in this Complaint.

201. An agreement was entered into by Village and one or more of ABC Corporations 1-10 and one or more of John Does 1-10 to monopolize the relevant market and interfere with Hanover 3201's lease and a site development agreement with Wegmans and Hanover 3201's prospective economic advantage under that agreement, both through sham litigations as well as other anti-competitive acts as alleged above.

202. Village knowingly, voluntarily and intentionally participated as a member of the conspiracy to monopolize the relevant market and interfere with Hanover 3201's lease and a site development agreement with Wegmans and Hanover 3201's prospective economic advantage under that agreement.

203. ABC Corporations 1-10 and John Does 1-10 knowingly, voluntarily and intentionally participated as a member of the conspiracy to monopolize the relevant market and

interfere with Hanover 3201's lease and a site development agreement with Wegmans and Hanover 3201's prospective economic advantage under that agreement.

204. Village specifically intended that the conspiracy to monopolize would obtain or maintain monopoly power in the relevant market and would interfere with Hanover 3201's lease and a site development agreement with Wegmans and Hanover 3201's prospective economic advantage under that agreement.

205. ABC Corporations 1-10 and John Does 1-10 specifically intended that the conspiracy to monopolize would obtain or maintain monopoly power in the relevant market and would interfere with Hanover 3201's lease and a site development agreement with Wegmans and Hanover 3201's prospective economic advantage under that agreement.

206. The above alleged conspiracy to monopolize the relevant market had a substantial effect on both interstate commerce and Hanover 3201's ability to satisfy its obligations under the lease and site development agreement with Wegmans to obtain all necessary government approvals for the construction of the full-service supermarket on the Property within 24 months of the July 6, 2012, effective date of the lease.

207. As a direct and proximate result of the wrongful acts alleged above, Hanover 3201 has suffered damages and injury in an amount to be determined at trial.

208. Village, both individually and along with one or more of ABC Corporations 1-10 and John Does 1-10, did the wrongful acts alleged above maliciously and to oppress Hanover 3201 and its ability to meet its obligations under the lease and site development agreement with Wegmans, as well as to obtain or maintain monopoly power in the relevant market and therefore Hanover 3201 is entitled to exemplary or punitive damages in an amount to be determined at trial.

WHEREFORE, Plaintiff Hanover 3201 Realty, LLC hereby demands relief against Defendant Village Supermarkets, Inc., as follows:

- A. An award of compensatory damages in an amount to be determined at trial;
- B. A finding that Defendant Village Supermarkets, Inc. violated Section 2 of the Sherman Act, 15 U.S.C. § 2, and awarding treble damages under 15 U.S.C. § 15;
- C. A finding that Defendant Village Supermarkets, Inc. violated the New Jersey Antitrust Act (N.J.S.A. 56:9-1 *et seq.*), and awarding treble damages under N.J.S.A. 56:9-12;
- D. A permanent injunction enjoining Defendant Village Supermarkets, Inc. from monopolizing or attempting to monopolize the relevant geographic market, as provided by 15 U.S.C. § 26 and N.J.S.A. 56:9-10;
- E. A award of punitive damages in an amount to be determined at trial as a result of the willful and intentional acts of Defendant Village Supermarkets, Inc. and its representatives, agents and employees;
- E. Awarding Plaintiff Hanover 3201 Realty, LLC its costs and attorneys' fees in connection with this action; and
- F. Such further and additional relief as the Court deems just and proper.

CARELLA, BYRNE, CECCHI,
OLSTEIN, BRODY & AGNELLO
Attorneys for Plaintiff

By: /s/ James E. Cecchi
JAMES E. CECCHI

Dated: February 28, 2014

DEMAND FOR JURY TRIAL

Plaintiff Hanover 3201 Realty, LLC hereby demands a jury trial on all issues so triable.

CARELLA, BYRNE, CECCHI,
OLSTEIN, BRODY & AGNELLO
Attorneys for Plaintiff

By: /s/ James E. Cecchi
JAMES E. CECCHI

Dated: February 28, 2014

CERTIFICATION PURSUANT TO LOCAL CIVIL RULE 11.2

I hereby certify that the matter in controversy is not the subject of any other action pending in this or any other court.

CARELLA, BYRNE, CECCHI,
OLSTEIN, BRODY & AGNELLO
Attorneys for Plaintiff

By: /s/ James E. Cecchi
JAMES E. CECCHI

Dated: February 28, 2014

CERTIFICATION PURSUANT TO LOCAL CIVIL RULE 201.1

I hereby certify that the above-captioned matter is not subject to compulsory arbitration in that the plaintiff seeks damages in excess of \$150,000 and injunctive relief.

CARELLA, BYRNE, CECCHI,
OLSTEIN, BRODY & AGNELLO
Attorneys for Plaintiff

By: /s/ James E. Cecchi
JAMES E. CECCHI

Dated: February 28, 2014