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DAVID HUEHNERGARTH and	: SUPERIOR COURT OF NEW JERSEY
CHRISTOPHER MAYNES,	: LAW DIVISION : CAMDEN COUNTY
Plaintiffs,	:
	: DOCKET NO. CAM-L-1971-24
	: <u>CIVIL ACTION</u>
BOARD OF COMMISSIONERS OF THE	
BOROUGH OF HADDONFIELD and WOODMONT PROPERTIES, LLC,	 STATEMENT OF MATERIAL FACTS TO WHICH NO GENUINE ISSUES
woodwowi i koi ekties, eec,	: EXIST PURSUANT TO R. 4:46-2(a)
Defendants.	: :

Plaintiffs David Huehnergarth and Christopher Maynes hereby submit the following statement of material facts to which no genuine issues exist pursuant to \underline{R} . 4:46-2(a):

1. Kevin Roche was elected to defendant Board of Commissioners of the Borough of Haddonfield ("Board of Commissioners") in May 2021. <u>See</u> Transcript of Deposition of Kevin Roche, 10:24 – 11:3, attached to the accompanying Certification of Jeffrey M. Brennan, Esquire ("Brennan Cert.") Exhibit A.

In September 2023, Mr. Roche and his wife decided to sell their house located at
 212 Washington Avenue in Haddonfield ("the Haddonfield House") due to the high costs of
 ownership, including an annual property tax bill in excess of \$30.000.00. See Brennan Cert., Ex.
 A, 15:1 – 16:11.

3. In February 2024, Mr. Roche and his wife entered into an agreement to sell the Haddonfield House. <u>See</u> Brennan Cert., Ex. A, 16:12-20.

The closing for the Haddonfield House occurred on April 10, 2024, although Mr.
 Roche and his wife did not attend. See Brennan Cert., Ex. A, 17:5 – 18:4.

5. To effectuate the conveyance of the Haddonfield House, Mr. Roche and his wife executed a Seller's Residency Certification/Exemption required by the State of New Jersey which indicated their address to be 2126 Connecticut Avenue, Northwest, #75, Washington, D.C. 20008 ("the Washington, D.C. Apartment"). See Brennan Cert., Ex. A, 21:4-16.

6. The Seller's Residency Certification/Exemption signed by Mr. Roche and his wife included a Declaration which provided, in relevant part: "The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein may be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete." See Brennan Cert., Ex. A, 18:17 – 19:23.

7. Mr. Roche and his wife entered into a lease for the Washington, D.C. Apartment on March 28, 2024, which is the same date recited in the deed they gave for the Haddonfield House. <u>See</u> Brennan Cert., Ex. A, 22:1-20.

8. The lease that Mr. Roche and his wife entered for the Washington, D.C. Apartment was for a two-year term and obligated them to a monthly rental payment of \$8500.00. <u>See</u> Brennan Cert., Ex. A, 23:1-5.

Mr. Roche and his wife had lived in Washington, D.C. approximately 30 years ago and their daughter attended George Washington University. <u>See</u> Brennan Cert. Ex. A, 24:3-5.

2

10, Mr. Roche also began his position an adjunct professor at Catholic University in December 2023 and he taught his class in person. <u>See</u> Brennan Cert., Ex. A, 46:13 - 47:12.

11. When Mr. Roche and his wife moved from the Haddonfield House to the Washington, D.C. Apartment, they took all of their possessions with them with the exception of some miscellaneous items including Christmas decorations, a kitchen table and some of their children's memorabilia which they left at Mr. Roche's wife's mother's residence in Cherry Hill. See Brennan Cert., Ex. A, 26:12 - 27:7.

12. Mr. Roche is employed by Leo Wealth as an investment advisor for families and private businesses. See Brennan Cert., Ex. A, 6:22 – 7:5.

Several times a year Mr. Roche travels to Leo Wealth's offices in Manhattan and
 Iselin, New Jersey; otherwise, he works out of his home office. <u>See</u> Brennan Cert., Ex. A, 8:11 –
 9:15.

14. Since April 15, 2024, Mr. Roche has maintained his home office at the Washington, D.C. Apartment. See Brennan Cert., Ex. A, 9:16-22.

Mr. Roche's home office includes a desk, a couch, a printer and filing cabinets.
 See Brennan Cert., Ex. A, 25:25 – 26:5.

16. At or around the same time that Mr. Roche and his wife entered into a lease for the Washington, D.C. Apartment, Mr. Roche also obtained a lease agreement for the property located at 647 Pomona Avenue in Haddonfield owned by Robert Seiger ("the Seiger Residence"). <u>See</u> Brennan Cert., Ex. A, 27:17 – 28:5.

17. Mr. Seiger never signed the lease agreement for the Seiger Residence. See Brennan Cert., Ex. A, 28:17-24.

3

18. Mr. Seiger and Mr. Roche are friends and have known each other for approximately 10 years. See Brennan Cert., Ex. A, 29:3-6.

The Seiger Residence is a single-family dwelling. <u>See</u> Brennan Cert., Ex. A,
 29:11-14.

20. Mr. Roche did not know whether Mr. Seiger had registered the lease with the Borough of Haddonfield or obtained a Certificate of Occupancy to permit the tenancy. <u>See</u> Brennan Cert., Ex. A, 29:18-24.

21. Mr. Seiger and his wife reside at the Seiger Residence along with their daughter who attends college in California. <u>See</u> Brennan Cert., Ex. A, 29:25 – 30:3.

22. Mr. Roche never stayed at the Seiger Residence after obtaining the lease agreement. See Brennan Cert., Ex. A, 30:4-9.

23. Mr. Roche did not maintain any personal belongings at the Seiger Residence. <u>See</u> Brennan Cert., Ex. A, 30:20-22.

24. As payment for the lease agreement, Mr. Roche sent Mr. Seiger a single check for
\$350 which Mr. Seiger never deposited. <u>See</u> Brennan Cert., Ex. A, 30:23 – 31:4.

25. Mr. Roche signed the lease agreement for the Seiger Residence because he wanted to maintain a residence in Haddonfield in order to finish his term on the Board of Commissioners. See Brennan Cert., Ex. A, 31:5 - 32:6.

26. Despite never actually residing at the Seiger Residence, Mr. Roche filed a change of address application with the New Jersey Motor Vehicle Commission reflecting that address so that he could continue to collect paychecks from the Borough of Haddonfield. See Brennan Cert., Ex. A, 32:10 - 35:15.

4

27. After moving to Washington, D.C., Mr. Roche participated in four meetings of the Board of Commissioners, including two in April 2024 and two in May 2024. See Brennan Cert., Ex. A, 48:6-13.

28. At the May 13, 2024, the Board of Commissioners, including Mr. Roche, voted 2-1 to designate defendant Woodmont Properties, LLC as the conditional redeveloper of the residential portion of the so-called Bancroft Property and adopted Resolution No. 2024-05-13-021WS to memorialize the same. <u>See</u> Resolution No. 2024-05-13-021WS, attached to Brennan Cert. as Ex. B.

29. Mr. Roche tendered his resignation from the Board of Commissioners on May 28,
2024, with an effective date of May 31, 2024. See Brennan Cert., Ex. A, 11:4-7.

BARON & BRENNAN, P.A. Attorneys for Plaintiffs

<u>/s/ Jeffrey M. Brennan</u> JEFFREY M. BRENNAN, ESQUIRE

Dated: December 20, 2024