The New Jersey Playbook: Legal Essentials for In-House Counsel

Jeanmarie Dunn-Kane, Corporate and Tax Practices Counsel
Michael S. Kettler, Environmental Law Practice Partner
James M. Maggio Jr., Real Estate Practice Partner
Wendi Opper Uzar, Intellectual Property Practice Partner
Scott A. Ohnegian, Labor & Employment Practice Partner

Nothing in these materials should be relied upon as legal advice in any particular matter. ©Riker Danzig LLP 2026

Corporate Issues in New Jersey Transactions

Jeanmarie Dunn-Kane
Riker Danzig Corporate & Tax Groups

Nothing in these materials should be relied upon as legal advice in any particular matter. ©Riker Danzig LLP 2026

Bulk Sales Law: Overview

N.J.S.A. 54:50-38

- **What It Is**
  - Applies to a sale of business assets outside the ordinary course
  - Purchaser must notify the Director of Taxation at least 10 days before taking possession or paying
- **If You Don't Comply**
  - Sale proceeds become subject to a first-priority State lien
  - Purchaser becomes personally liable for the seller's State taxes

Riker Danzig

Bulk Sales Law: Triggers

N.J.S.A. 54:50-38

- **Asset Deals**
  - Covered assets include business real estate, vacant land held as a business asset, and goodwill
- **Stock Deals**
  - Stock or LLC interests held by individuals, estates, or trusts are not covered
  - Interests held by a business entity are covered
- **Exemptions**
  - Certain intercompany transfers within a combined group

Riker Danzig LLP

Controlling Interest Transfer Tax: Scope & Trigger

N.J.S.A. 54:15C-1

- **What It Is**
  - A tax on the sale of a controlling interest for more than $1 million in an entity that directly or indirectly owns Class 4A commercial property
- **Controlling Interest**
  - Corporations: more than 50% of combined voting power
  - Other entities: more than 50% of beneficial ownership
- **Trigger**
  - Stock and equity deals
  - The indirect-transfer counterpart to the deed-based fees

Riker Danzig

CITT:
Rates

N.J.S.A. 54:15C-1

- **Graduated Rates**
  - From 1% (over $1M up to $2M) to 3.5% (over $3.5M)
- **Applied to Entire Consideration**
  - The rate applies to the entire consideration, not just the slice in each bracket
  - Example: $2.75M of consideration is taxed at 2.5%, or $68,750
- **Entities Holding Other Assets**
  - Tax is based on the property's equalized assessed value times the percentage interest transferred

Other New Jersey Acquisition Issues

- **ISRA**
  - N.J.S.A. 13:1K-6 et seq.
- **NJ WARN**
  - N.J.S.A. 34:21-1 et seq.



Environmental Law
The Industrial Site Recovery Act

Michael S. Kettler
Riker Danzig Environmental Group

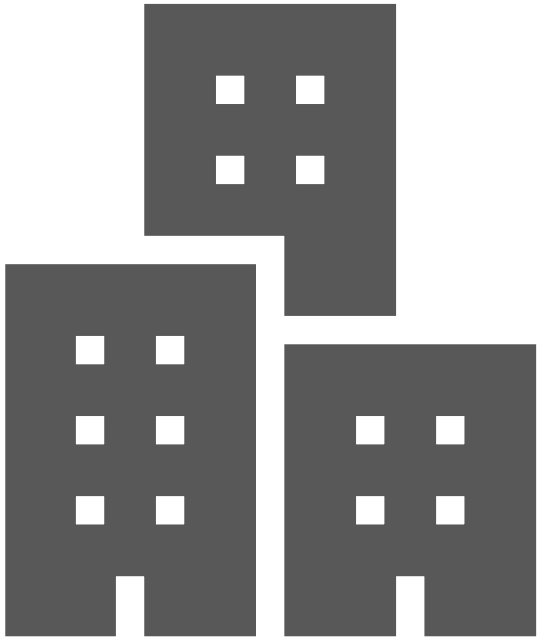
Nothing in these materials should be relied upon as legal advice in any particular matter. ©Riker Danzig LLP 2026

Industrial Site Recovery Act (ISRA)

- Only state with a transaction-triggered environmental statute
- Requires investigation and remediation following a "transfer of ownership or operations" of an "industrial establishment"
- Transfer of ownership or operations
  - Sale of real estate
  - Corporate transactions involving change in controlling interest, even changes of indirect ownership
- Industrial establishment
  - Business with certain NAICS codes; used hazardous substances after 1983
  - Can be leasehold or entire property
- Alternate compliance options
  - De minimis quantity exemption
  - Remediation in progress waiver

Industrial Site Recovery Act (ISRA)

- Seller responsible for ISRA compliance, but buyer may assume responsibility in the deal
  - Seller stays liable to NJDEP if buyer defaults
- "Remediation certification" required to close transaction before completing ISRA process
  - Posting remediation funding source at closing
- Rescission of transaction as remedy
- Remediation overseen by LSRP, not directly by NJDEP



Real Estate In New Jersey

Key issues in acquiring, leasing, and developing commercial property in NJ

TRANSACTIONAL ISSUES • LEASING ISSUES

James M. Maggio, Jr.
Riker Danzig Real Estate Group

Nothing in these materials should be relied upon as legal advice in any particular matter. ©Riker Danzig LLP 2026

Transfer Tax

REALTY TRANSFER FEE (RTF)
Consideration-based fee on deed transfers; typically seller-paid across real-property classes.

GRADUATED PERCENT FEE (GPF) (N.J.S.A. 46:15-7.2)
Effective July 10, 2025; graduated fee imposed on Seller on qualifying transfers over $1M.
Mansion Tax: simple 1% fee imposed on Buyer on qualifying transfers of real property over $1M (*old statute, amended by GPF*).

QUALIFYING CLASSES 2 Residential • **4A Commercial** • 4C Cooperatives • 3A qualifying farm with residential building

Sale Price / Consideration	Graduated Percent Fee Rate
$1,000,000.01 to $2,000,000	1%
$2,000,000.01 to $2,500,000	2%
$2,500,000.01 to $3,000,000	2.5%
$3,000,000.01 to $3,500,000	3%
$3,500,000.01 and Above	3.5%

riker.com

Flood-Risk Disclosure

SALE — EFFECTIVE MARCH 20, 2024; BEFORE PURCHASER IS OBLIGATED

Flood Risk Notification Law (P.L. 2023, c. 93): every seller of New Jersey real property must disclose whether the property is in FEMA's Special Flood Hazard Area or Moderate Risk Flood Hazard Area, plus the seller's actual knowledge of flood risks.

LEASE — NOTICE TO TENANT

Residential and commercial landlords must provide the required flood-risk notice, including applicable FEMA flood-zone status and known flooding affecting the premises or any portion. (N.J.S.A. 46:8-50)

IMPACT OF FAILURE TO DISCLOSE

SALES

Contract and common-law claims may create misrepresentation, and litigation risk.

LEASES

Tenant may terminate and recover prepaid rent after later discovering omitted FEMA Special/Moderate status.

P.L. 2023, c. 93 • N.J.S.A. 56:8-19.2 • N.J.S.A. 46:8-50

Bulk Sales Law — File Early (N.J.S.A. 54:50-38)

1 TRIGGER	2 NOTICE	3 FILE	4 RESPONSE
Sale, transfer, or assignment of all or part of a business's assets outside the ordinary course of business	Purchaser to notify the NJ Division of Taxation at least **10 business days** before possession of or payment for business assets	Purchaser to file Form C-9600 + executed contract; wait for the State's response (typically 10 business days)	Clearance letter • request for additional information • escrow from seller's proceeds

WHY IT MATTERS

Failure to file may make the Purchaser responsible for the seller's tax obligations.

EXEMPTIONS

Inventory • retail sales to customers • 1–2 family residences owned by individuals, estates, trusts, or a combination

Transfer Requirements — Verify Locally

STATEWIDE CONSTRUCTION FRAMEWORK

Properties may need a valid Certificate of Occupancy (CO) or Certificate of Approval (CA).

Inspections, open permits, violations and required repairs can affect timing to obtain required certificates.

MUNICIPAL OVERLAY

A separate municipality-specific certificate may still be required to close a sale or permit a new occupant.

New Jersey has a statewide construction-code framework, but towns may add local sale, occupancy, fire-safety/inspection, structural, zoning, and property-maintenance requirements. Procedures, forms, fees, and corrections vary by town.

Some towns have no requirements (rare).

TIMING RISKS

Open permits • violations • inspections • required repairs • certificate lead time

CONTRACTS: COMMONLY NEGOTIATED — WHO BEARS THE CERTIFICATE / INSPECTION BURDEN?

Rollback Taxes — Follow the Change in Use

PREFERENTIAL FARMLAND ASSESSMENT → **ADDITIONAL PROPERTY TAXES IF LAND IS CONVERTED TO NON-AGRICULTURAL / NON-HORTICULTURAL USE**

Purpose

Capture the difference between taxes paid under farmland assessment and taxes under ordinary assessment.

NO ROLLBACK SOLELY FOR SALE

Farming continues after transfer.

POTENTIAL TRIGGERS

Qualified farmland converted to another use and no longer meeting farmland-assessment standards.
Loss of farmland eligibility.

CONTRACTS: commonly negotiated based on whether the change in use occurs pre- or post-closing; allocate payment, tax prorations, and escrow/holdback.

Redevelopment — Plan + Financial Agreement

PAYMENT IN LIEU OF TAXES (PILOT) ANNUAL SERVICE CHARGE

PILOT is a negotiated arrangement between a property owner and municipality where eligible projects in redevelopment areas make annual service-charge payments instead of conventional property taxes on exempt improvements during applicable periods.

TYPICAL AREA CONDITIONS

Vacant/abandoned commercial-industrial property • deteriorated buildings • contaminated sites • underused commercial land

ENTITY + ECONOMICS

Property must be owned by a qualifying urban renewal entity ("URE") and approved by the New Jersey Department of Community Affairs and the municipality. The financial agreement calculates payments using a percentage of annual gross revenue or total project cost.

Leasing — Drafting Checkpoints

01

FLOOD RISK

New Jersey landlords must give tenants of applicable rental properties the Flood Risk Notification Law notice (N.J.S.A. 46:8-50); address flood insurance, damage, and restoration.

02

98-YEAR THRESHOLD

A lease term exceeding 98 years may be treated as a transfer subject to RTF. Renewal and extension options count toward the maximum lease term when testing the 98-year threshold.

James M. Maggio, Jr.
Riker Danzig, LLP

QUESTIONS + DISCUSSION

THANK YOU

Who Owns Your Intellectual Property?
A New Jersey Company IP Audit Checklist

14 questions to ask your company today

Wendi Opper Uzar
Riker Danzig Intellectual Property Group

Nothing in these materials should be relied upon as legal advice in any particular matter. ©Riker Danzig LLP 2026

Riker Danzig LLP

Ask Your Company Today



1. Know & Own Your IP

What we own • Employees • Contractors



2. Protect Your Brand

Clearance • Registration • Domains • Affiliate licenses



3. Guard Secrets, People & AI

Trade secrets • AI use • Departing employees



4. Code & Content

Open source • Website & marketing



5. Deals & Vendors

Vendor agreements • M&A and financing

Riker Danzig LLP

01 Know & Own Your IP



Do we know exactly what IP we own?

- Inventory patents, trademarks, copyrights, trade secrets, domains
- Check the owner of record: company, not founder or agency
- Docket renewals so nothing lapses



Do employees assign inventions/IP to us?

- Use "hereby assigns," not "agrees to assign"
- N.J.S.A. 34:1B-265 limits overbroad clauses
- Collect missing forms, including from founders



Do contractors assign IP to us?

- Paying for work ≠ owning it
- "Work for hire" rarely covers logos or code
- Require written assignment before work starts

HYPOTHETICAL Employee invents at home • Contractor designs your logo • Founder brings technology into the startup

Riker Danzig

02 Protect Your Brand



Have we cleared our trademarks?

- Knockout search before launch
- Full search for key brands
- Build clearance into the launch calendar



Are our important trademarks registered?

- Nationwide priority and ®
- Record with Customs vs. counterfeits
- Watch maintenance deadlines



Are our domains controlled by the company?

- Company is the registrant
- Shared corporate login; auto-renew on
- Monitor look-alike domains



Who uses our marks, and are they licensed?

- Written intercompany licenses
- Quality control avoids "naked licensing"
- Owner of record matches org chart

HYPOTHETICAL Company launches a new brand without a clearance search

03 Guard Secrets, People & AI

Do we have a trade-secret policy?

- "Reasonable measures" are required
- Access controls, NDAs, training
- Add the DTSA whistleblower notice

Do we have an AI-use policy?

- Approved tools only
- No confidential or customer data in public AI
- Human review; document human authorship

Do we control confidential information when employees leave?

- Same-day access cutoff; collect devices
- Review recent downloads
- Exit reminder of obligations in writing

HYPOTHETICAL Employee uploads customer list to ChatGPT • Employee leaves for a competitor • Proprietary algorithm: patent or trade secret?

Riker Danzig

04 Code & Content



Do we know whether our software contains open-source code?

- Copyleft (GPL/AGPL) can force disclosure of your code
- Adopt an approval policy
- Scan and keep a software bill of materials



Do we own the copyright in our website and marketing materials?

- Agency contracts must assign copyright
- Check stock photo, font, and music licenses
- Get written releases for influencer content

HYPOTHETICAL Developer uses GitHub code • Marketing agency creates the website

05 Deals & Vendors



Have we reviewed IP ownership in our vendor agreements?

- Who owns deliverables and customizations?
- Limits on using our data, including AI training
- IP indemnity; watch click-through terms



Have we reviewed IP before an acquisition or financing?

- Confirm chain of title and liens
- Open source, disputes, change-of-control
- Fix gaps before the data room opens

HYPOTHETICAL Company buys another company and discovers gaps in IP ownership

Riker Danzig

Your Action Plan

1. **Score the checklist**
   Answer all 14 questions. Every “no” or “not sure” goes on the list.

2. **Pick three fixes this quarter**
   Most are inexpensive: a template, a policy, a quick review.

3. **Assign owners and dates**
   Tie IP checks to onboarding, launches, vendor intake and deals.

4. **Revisit annually**
   IP ownership drifts as people, products, and entities change.

New Jersey Employment Law
The Importance of NJ Counsel

New Jersey employment law: key differences and the value of NJ - focused counsel

Scott A. Ohnegian
Riker Danzig Labor & Employment Group

Nothing in these materials should be relied upon as legal advice in any particular matter. ©Riker Danzig LLP 2026

Table of Contents

1 Introduction

2 NJLAD vs. Title VII

3 CEPA

4 Leave, Layoffs, Pay

5 Employee Classification

6 Arbitration

7 Restrictive Covenants

8 Conclusion

Federal compliance is not the whole New Jersey playbook

New Jersey employment law: key differences and the value of NJ-focused counsel

Broader coverage • Different legal tests • Additional remedies and process obligations

Educational information only. Nothing in these materials should be relied upon as legal advice in any particular matter. ©RD2026

NJLAD changes who is covered - and how claims begin

Issue	Federal | Title VII	New Jersey | LAD
Coverage	Generally 15+ employees / 20 weeks	No numerical employee floor; statutory exceptions
Protected classes	Title VII includes gay/transgender discrimination; other federal statutes cover age, disability and genetics	Express marital, civil-union and domestic-partnership protections
Claim pathway	EEOC charge and right-to-sue process	Direct Superior Court action; DCR is an alternative

CEPA can protect internal reporting - not just agency complaints

Qualifying concern	Reasonable belief of unlawful conduct or a qualifying public-policy conflict - not proof of a violation.
Protected routes	Internal disclosure, objection or refusal; a substantial nexus to the legal / policy benchmark is required.
Who can report	"Watchdog" employees are not excluded. Not every workplace complaint is a CEPA complaint.

Federal contrast: whistleblower protection is statute-specific, not a general CEPA equivalent.

Leave, layoffs and pay need a New Jersey overlay

Paid sick leave

NJ: 1 hour / 30 worked; up to 40 hours/year.
FLSA: no general paid-sick-leave entitlement.

WARN / layoffs

NJ: generally 90 days + severance.
Federal: 60 days; no automatic severance.

Family leave

NJFLA: 12 weeks / 24 months, family care/bonding.
FMLA: 12 weeks / 12 months; also own serious condition.

Equal pay

NJ: all LAD classes; substantially similar work.
Federal EPA: sex-based; equal work.

A contractor label does not satisfy New Jersey's ABC test

NJ: employer must prove ALL three prongs

A Free from control

In the contract and in actual practice.

B Outside the business

Outside its usual course OR all its business locations.

C Independent enterprise

An independently established trade or business.

Federal FLSA

Economic realities; totality of the circumstances.

Wage exposure

Wages + up to 200% liquidated damages + fees; limited defenses.

Arbitration requires sound assent - and a claim-specific overlay

1 NJ formation	Use an unambiguous court / jury waiver; electronic delivery needs meaningful notice and provable assent.
2 Federal preemption	FAA preemption can preserve arbitration despite LAD § 12.7; New Jersey has no categorical ban.
3 EFAA election	Qualifying sexual-harassment / assault-related cases may escape predispute arbitration; timing and scope matter.

Tailored covenants protect interests - not competition itself

New Jersey | three-part test

Protect a legitimate interest.
Avoid undue employee hardship.
Cause no injury to the public.

Tailor time, territory and activity to confidential information, trade secrets and customer relationships—not portable general skills.

Federal | no blanket ban

The FTC's 2024 rule was vacated and removed in February 2026.
Case-specific federal enforcement remains.

Courts may narrow a covenant; enforcement is not guaranteed.

Build New Jersey review into three employer decisions

1 **Audit NJ-facing documents**

Handbooks, pay and contractor practices, arbitration agreements and covenants.

2 **Involve NJ counsel before major actions**

RIFs, terminations and settlements - especially leave, complaints and multi-site issues.

3 **Build NJ updates into the calendar**

Legal and rule changes, manager training, and recurring pay / leave audits.

The value: the right legal test, timing and documentation - early.

Appendix | Eligibility and exceptions change the comparison

Topic	New Jersey	Federal	Check before acting
Sick leave	1 hour / 30 worked; up to 40 hours/year required	FLSA: no general paid-sick-leave entitlement	NJ exclusions and benefit-year rules apply.
Family leave	NJFLA: 12 weeks / 24 months; family care / bonding	FMLA: generally 12 weeks / 12 months; includes own serious condition	NJ employee: 3 months + 250 base hours in prior 12 months; check 2026 employer eligibility.
WARN	Generally 90 days; 1 week severance/ full service year + 4 if short notice	Generally 60 days; no automatic severance	NJ: generally 100+ employer / defined 50-termination trigger; aggregation matters.
Equal pay	All LAD classes; substantially similar work; all operations comparators	EPA: sex / equal work; Title VII pay claims differ	NJ statutory defenses; mandatory treble monetary damages.

Appendix | Use selected authorities with a targeted update check

Principal authority map

Discrimination / CEPA

N.J.S.A. 10:5-12, -13; 34:19-3 to -5; Bostock; Lippman.

Leave / layoffs / pay

N.J.S.A. 34:11D-1 et seq.; 34:11B-3, -4; 34:21-1, -2; 10:5-12(t).

Classification / wages

Hargrove; East Bay Drywall; N.J.A.C. 12:11; N.J.S.A. 34:11-56a25.1.

Arbitration / covenants

Atalese; Skuse; Antonucci; 9 U.S.C. §§ 401–402; Solari; Whitmyer; More.

Targeted pre-delivery update

1 NJFLA 2026 amendments: verify employer eligibility; reconcile older regulations.

2 Federal classification: check current rulemaking and enforcement policy.

3 Source versions: some NJ discrimination material through Jan. 2026; federal material from 2024. Check later developments.



MADISON

7 Giralda Farms
Suite 250
Madison, New Jersey 07940
Tel: (973) 538-0800
Fax: (973) 538-1984

NEW YORK CITY

489 Fifth Avenue
33rd Floor
New York, New York 10017
Tel: (212) 302-6574
Fax: (212) 302-6628

TRENTON

50 West State Street
Suite 1010
Trenton, New Jersey 08608
Tel: (609) 396-2121
Fax: (609) 396-4578