

**Marc Z. Edell, Esq.**  
N.J. Attorney ID. No. 018401975  
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Long Valley, N.J. 07853  
(908) 500-7801  
Attorney for Defendant/Counterclaimant, *Fox Hills at  
Rockaway Condominium Association, Inc.*

<hr/>	:	<b>SUPERIOR COURT OF NEW JERSEY</b>
<b>PAUL KARDOS</b>	:	<b>CHANCERY DIVISION MORRIS COUNTY</b>
	:	<b>GENERAL EQUITY</b>
	:	<b>DOCKET NO.: MRS-C-000102-18</b>
<b>Plaintiff,</b>	:	
	:	<b>Civil Action</b>
<b>-vs-</b>	:	
	:	
<b>FOX HILLS AT ROCKAWAY</b>	:	<b>AMENDED COUNTERCLAIM, JURY</b>
<b>CONDOMINIUM ASSOCIATION, INC.:</b>	:	<b>DEMAND AND CERTIFICATIONS</b>
	:	
	:	
<hr/> <b>Defendants.</b>	:	

**AMENDED COUNTERCLAIM**

The Defendant/Counterclaimant, *Fox Hills at Rockaway Condominium Association, Inc.*, by way of Amended Counterclaim against the Plaintiff, Paul Kardos, says:

1. In December 2017, the Fox Hills at Rockaway Condominium Association, Inc. (the "Association") filed a complaint (the "Complaint") against the Paul Kardos ("Kardos") and two (2) other members of the Association in the Superior Court of New Jersey, Morris County Chancery Division, bearing Docket No. C-130-17 (the "Litigation"). Annexed hereto as "Exhibit A".
2. In January 2018, the Kardos filed a counterclaim against the Association (the "Counterclaim") in the Litigation. Annexed hereto as "Exhibit B".
3. The Association and Kardos agreed to amend the entered into a Settlement and Release Agreement ("Agreement") effective April 25, 2018. Annexed hereto as "Exhibit C".

4. Thereafter, at Kardos' request, he and the Association agreed to an Amendment to the Agreement (deleting its Confidentiality Provision) effective July 6, 2018. Annexed hereto as "Exhibit D".
5. Kardos voluntarily executed the Agreement, without any duress or undue influence on the part of, or on behalf of the Association.
6. Kardos' Counsel, Mr. Gary Moylen, Esq. (hereinafter "Mr. Moylen") represented him in the negotiations and the contents of the Agreement and the Amendment of the Agreement.
7. Kardos read and fully understood the rights he relinquished, and the obligations required of him under The Agreement prior to executing same.
8. Mr. Moylen fully explained to Kardos the rights he relinquished, and the obligations required of him under the Agreement, prior to executing the Agreement.
9. In consideration of terms of the Agreement and to avoid the cost, delay and uncertainty of further litigation, Kardos desired to compromise and resolve and/or settle the Complaint and Counterclaim under the terms and conditions set forth in the Agreement.
10. In consideration of the facts, the Mutual Releases and promises contained in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which Kardos acknowledged, he voluntarily agreed and promised to comply to the terms and obligations contained in the Agreement.
11. Despite the fact that Kardos was well aware of the Dublirer decision as far back as **September 25, 2016** (see "Exhibit E" annexed hereto), at no time during the negotiation of the Agreement did Kardos or his Counsel, Mr. Moylen, request, offer or otherwise attempt to include language in the Agreement that would preserve his Constitutional right of Free Speech that he relinquished under the terms of the Agreement.
12. On May 15, 2018, Mr. Moylen was advised by email (annexed hereto as "Exhibit F") that Kardos' proposed "Flyer", attached to the email (and annexed hereto as "Exhibit G") (1) violates the Confidential Settlement Agreement; (2) If what he states in the Flyer accurately reflects your representation and legal advice (a) he has waived the attorney client privilege; (b) you were negligent in so counseling him since you have not seen all of the Applicable Confidential Settlement Agreements in this matter and; (c) if you advised him that he could not bring a claim for defamation because the offensive statements were protected by Litigation Immunity, but, because, in his words you are nothing more than a "hired gun",

and are willing "to do whatever [he] wants" [see Kardos May 10, 2018 email, annexed hereto as "Exhibit H"], you violated the RPCs by including the defamation claim in his Counterclaim, knowingly it was brought in bad faith; and (d) your client lied in the Flyer that he did not bring a claim for defamation.

13. On May 16, 2018, Mr. Moylen conveyed the above to Kardos as well as the elaboration of reasons why the proposed Flyer violated the Agreement as articulated by the Association's Counsel in a telephone call with Mr. Moylen on May 15, 2018. (see "Exhibit I" annexed hereto).

14. Paragraph 4. of the Agreement states, inter alia,: "Except for the obligations and rights expressly set forth elsewhere herein, the ... Owner [Kardos] hereby unconditionally and irrevocably remise [**give up, surrender relinquish**], release, forever discharge ...past, present and future directors, officers (whether acting in such capacity or individually)...attorneys... acting or purporting to act for them ["the Association"] or on their behalf (collectively, the "Releasees"), from any and all **claims, ...costs, losses, expenses, ...accounts, reckonings...charges, complaints, controversies, disputes, ... promises, omissions, duties, agreements, rights, and any and all demands, obligations and liabilities**, of whatever kind or character, direct or indirect, whether known or unknown or capable of being known up until the Effective Date, arising at law or in equity, by right of action or otherwise, including, but not limited to facts that arose from or are related to the facts and circumstances giving rise to and/or being part of the Litigation, the Complaint and/or the Counterclaim."

15. Kardos **RELINQUISHED all rights**, of whatever kind or character, he would otherwise have, arising at **law** or in equity, by right of action or otherwise, including but not limited to (1) to making claims, charges, complaints of any kind; (2) to creating controversies and disputes; (3) to demand information and answers to questions; and (4) to make assertions the Board and Attorney violated its duties and obligations, that relate in any way, but not limited to, facts that arose from or relating directly or indirectly, to the facts and circumstances giving rise to and/or being part of the Litigation, the Complaint and/or the Counterclaim.

16. Kardos' "Flyer": (1) makes **claims, charges and complaints**; (2) creates **controversies and disputes**; (3) **demands information and answers to questions**; and (4) asserts the

Board and Attorney violated their **duties** and **obligation**, all of which relate in some way, but not limited to, facts that arose from or relating directly or indirectly, to the facts and circumstances giving rise to and/or being part of the Litigation, the Complaint and/or the Counterclaim. Therefore, Kardos' "Flyer" breaches the Agreement.

17. Kardos' May 12, 2018 email, (annexed hereto as "Exhibit J") sent to some forty individuals (1) makes **claims, charges and complaints**; (2) creates **controversies and disputes**; (3) **demands information and answers to questions**; and (4) asserts the Board and Attorney violated their **duties and obligations**, all of which relate in some way, but not limited to, facts that arose from or relating directly or indirectly, to the facts and circumstances giving rise to and/or being part of the Litigation, the Complaint and/or the Counterclaim. Therefore, Kardos' May 12, 2018 email breaches the Agreement.
18. Kardos' May 9, 2018 email, (annexed hereto as "Exhibit K") sent to some forty individuals (1) makes **claims, charges and complaints**; (2) creates **controversies and disputes**; (3) **demands information and answers to questions**; and (4) asserts the Board violated its **duties and obligations**, all of which relate in some way, but not limited to, facts that arose from or relating directly or indirectly, to the facts and circumstances giving rise to and/or being part of the Litigation, the Complaint and/or the Counterclaim. Therefore, Kardos' May 9, 2018 email breaches the Agreement.
19. Count One of Kardos' Complaint in this matter breaches the Agreement because it seeks to require the Association to post his "Flyer" the content of which breaches the Agreement, for the reasons specifically set forth in paragraphs 14, 15, 16, 17 and 18 of this Amended Counterclaim.
20. Despite Kardos being well informed the Association's decision not to post his "Flyer" was primarily based upon the fact that it violated the Agreement before he filed his complaint on September 20, 2018, (see Exhibits F, I and Kardos' May 18, 2019 "Flyer Dispute Complaint" annexed hereto as "Exhibit L" wherein he states in paragraph 3. "The flyer deemed not acceptable had been the subject of email correspondence between Paul Kardos' attorney Gary Moylen, and the association attorney Marc Edell.") as well as after he filed his Complaint, (see e.g., communication dated May 22, 2019 annexed hereto as "Exhibit M"), he makes no reference to this in his Complaint nor his proposed Amended Complaint.

21. Paragraph 4. Of the Agreement provides: "In consideration for entering into this Settlement and Release Agreement, the Plaintiff and Defendant/Counterclaimant "unconditionally and irrevocably...covenant[s] not to sue [the Association] from any and all claims, counterclaims, actions, causes of actions, suits, set offs, costs, losses, expenses, sums of money, accounts, reckonings, debts, charges, complaints, controversies, disputes, damages, judgments, executions, promises, omissions, duties, agreements, rights, and any and all demands, obligations and liabilities of whatever kind or character, direct or indirect, whether known or unknown or capable of being known up until the Effective Date arising at law or in equity by right of action or otherwise, including but not limited to, facts that arose from or are related to the facts and circumstances giving rise to/or being part of the Litigation, the Complaint and/or the Counterclaim." Therefore, the filing Count One of the Complaint is a breach of the Agreement.

22. As a result of the Plaintiff's, Paul Kardos' breach of the Settlement and Release Agreement, the Defendant/Counterclaimant, Fox Hills at Rockaway Condominium Association, Inc., has been damaged and otherwise harmed.

**WHEREFORE**, Defendant/Counterclaimant, Fox Hills at Rockaway Condominium Association, Inc., demands judgment against Plaintiff, Paul Kardos, for an order dismissing Count One of Plaintiff's Complaint, damages, attorney's fees, costs of suit and such other relief as this Court deems appropriate and equitable.

#### **DESIGNATION OF TRIAL COUNSEL**

PLEASE TAKE NOTICE that, pursuant to Rule 4:25-4, MARC Z. EDELL, ESQ., is hereby designated as Trial Counsel on the Amended Counterclaim.

Dated: May 15, 2019

By: 

Marc Z. Edell, Esq.

#### **DEMAND FOR TRIAL BY JURY**

PLEASE TAKE NOTICE that the defendant/counterclaimant, Fox Hills at Rockaway Condominium Association, Inc., hereby demands a trial of the issues by a jury of six.

**Marc Z. Edell, ESQ.** Attorney for Defendant/Counterclaimant, ***Fox Hills at Rockaway***

*Condominium Association, Inc.*

Dated: May 15, 2019

By: \_\_\_\_\_

  
Marc Z. Edell, Esq.

**CERTIFICATION**

I hereby certify that a copy of the within document has been filed with the Clerk of the above-captioned Court and that a copy of same was served upon Paul Kardos, Pro Se and George Karousatos, Esq. within the time allowed by the Rules of Court, as extended.

**MARC Z. EDELL, ESQ.**

Attorney for Defendant/Counterclaimant, *Fox Hills  
at Rockaway Condominium Association, Inc.*

By: \_\_\_\_\_

  
Marc Z. Edell, Esq.

Dated: May 15, 2019

**CERTIFICATION PURSUANT TO RULE 4:5-1**

1. The matter in controversy is the subject of a pending action or Arbitration as follows: UNKNOWN

2. Contemplation of another action or arbitration proceeding is contemplated as follows: UNKNOWN

3. The following parties listed should be joined in this action: UNKNOWN

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

**MARC Z. EDELL, ESQ.**

Attorney for Defendant/Counterclaimant, *Fox Hills  
at Rockaway Condominium Association, Inc.*

By: \_\_\_\_\_

  
Marc Z. Edell, Esq.

Dated: May 15, 2019

# **EXHIBIT A**

David I. Byrne, Esquire  
NJ Attorney Id No. 015191994  
ANSELL GRIMM & AARON P.C.  
214 Carnegie Center, Suite 112  
Princeton, New Jersey 08540  
609-751-5551  
Attorneys for Plaintiff, Fox Hills at Rockaway Condominium Association, Inc.

FOX HILLS AT ROCKAWAY  
CONDOMINIUM ASSOCIATION, INC.

*Plaintiff,*

v.

BARBARA APPLEBAUM, PAUL  
KARDOS & ALAN ROTHSTEIN,

*Defendants.*

SUPERIOR COURT OF NEW JERSEY  
CHANCERY DIVISION  
MORRIS COUNTY

Docket No.: *C-130-17*

Civil Action

VERIFIED COMPLAINT

Plaintiff, Fox Hills at Rockaway Condominium Association, Inc. ("Association") by way of verified complaint against defendants, Barbara Applebaum, Paul Kardos & Alan Rothstein (collectively, "Owners") hereby alleges the following:

1. The Association is a New Jersey condominium created by virtue of New Jersey's Condominium Act, and operated, in part, pursuant to New Jersey's Non-Profit Corporations Act. In conjunction therewith, the Association's original master deed was recorded December 24, 1998, in deed book 4898, Page 207, in the Office of the Morris County Clerk (the "Master Deed").

2. Barbara Applebaum is the owner of 3210 Franklin Lane, a unit situated in the Association. Paul Kardos is the owner of 204 Cleveland Lane, a unit situated in the Association. Alan Rothstein is the owner of 1101 Franklin Lane, a unit situated in the Association.



3. On Wednesday, December 6<sup>th</sup>, the Owners engaged in an online, email communication, involving at least 25 other Association residents and/or owners, regarding the results of the Association's recent annual meeting and Board of Directors (the "Board") election.

4. During the course of that communication, the Owners conspired to "shoot" a recently elected member of the Board; currently the Board's president, Ms. Gloria Stahl. Paul Kardos assembled the Owners, along with others who he believed might be willing to participate in his conspiracy, and to participate in the actual shooting.

5. Once the Owners, and their friends (and possible co-conspirators) were engaged in this communication, Barbara Applebaum suggested to everyone that they "shoot" the Board's president.

6. Alan Rothstein agreed, suggesting as well that the Board's president be shot. Additionally, he solicited volunteers to travel to Virginia for the purpose of buying a gun, for use in shooting and/or killing the Board's president.

7. Alan Rothstein characterized Ms. Applebaum's suggestion as a "smart" suggestion. He added that the Board's president is arrogant and nasty, unworthy of respect. He let the Owners and the potential co-conspirators know that he would buy a gun and "pull the trigger" if he thought that he could get away with it.

8. As a long-time licensed attorney, Alan Rothstein has the knowledge and skill to plan a murder in such a way as to avoid being thwarted prior to the murder and/or avoid arrest after the murder.

9. Upon information and belief, the Owners' conspiracy-related communications and efforts continued after the end of that particular online communication.

#### INJUNCTIVE RELIEF AS TO THE OWNERS

10. Paragraph (8) of the Master Deed prohibits any "noxious, hazardous, or offensive activities" in upon the Association's common elements and/or within any of the Association's units. This paragraph further prohibits any owner from doing anything "either willfully or negligently which may

become an annoyance or a nuisance to the other residents or which interferes with the peaceful possession and proper use of the" Association's common elements and/or units. Lastly, paragraph (8) mandates that every owner observe all "valid laws" (a true copy of this part of the Master Deed is attached as "Exhibit A").

11. The Master Deed's paragraph (11) provides that each unit owner and/or unit occupant "shall be governed by and shall comply with" its terms, and "its exhibits including the By-Laws". See, Exhibit A.

12. Article X of the Association's By-Laws (the "By-Laws" provides that every owner must "strictly" comply with the "By-Laws ....and the covenants and restrictions in the Master Deed" (a true copy of this part of the By-Laws is attached as "Exhibit B").

13. Article X provides as well that if an owner has been found by a court "to have committed the violation complained of, the" owner "shall reimburse the Association for reasonable attorney's fees and such other costs as shall be established by the Court." See, Exhibit B.

WHEREFORE, the Association demands a judgment against the Owners, jointly and severally, as follows: (i) adjudging them to have violated the Master Deed and By-Laws; (ii) prohibiting the Owners from taking any additional actions in furtherance of their conspiracy to murder the Board's president; (iii) ordering that the Owners remain not less than 100 feet away from Ms. Gloria Stahl, Mr. Peter Forman, Ms. Eleanor Hunt, Ms. Connie Kelly, Mr. Jay Amdur, Ms. Barrie Werfel and Ms. Bonnie Cohen, as the Association's managing agent(s) pending further order of the court; (iv) in an amount equal to those reasonable attorneys' fees and costs incurred by the Association as a result of the Owners' violation of the Master Deed and/or By-Laws; and, (v) providing such other relief as this court deems just and equitable.

By: DAVID J. BYRNE, ESQUIRE

By: DAVID J. BYRNE, ESQUIRE

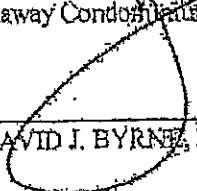
By: DAVID J. BYRNE, ESQUIRE

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CERTIFICATION

Pursuant to Rule 4:5-1(b)(3), the undersigned certifies that confidential personal identifiers have been redacted from documents now submitted to the Court and will be redacted from all documents submitted in the future with accordance with Rule 1:38-7(b).

Ansell Grinn & Aaron, PC  
Attorneys for Plaintiff Fox Hills  
at Rockaway Condominium Association, Inc.

By:   
DAVID J. BYRNE, ESQUIRE

Dated: 12/13/17

# **EXHIBIT B**

Gary Wm. Moylen, Esq.  
N.J. Attorney ID. No. 017861978  
90 Maple Avenue  
Morristown, New Jersey 07960  
(973) 539-1303  
Attorneys for Defendant Paul Kardos

FOX HILLS AT ROCKAWAY  
CONDOMINIUM ASSOCIATION, INC.

Plaintiff,

vs.

BARBARA APPLEBAUM, PAUL  
KARDOS AND ALAN ROTHSTEIN

Defendants.

SUPERIOR COURT OF NEW JERSEY-  
CHANCERY DIVISION - MORRIS COUNTY

CIVIL ACTION

Docket No. C-130-17

ANSWER AND COUNTERCLAIM  
OF DEFENDANT PAUL KARDOS

DEFENDANT PAUL KARDOS, residing in the Borough of Rockaway, County of  
Morris and State of New Jersey, by way of answer to the Plaintiff's Complaint, states as follows:

1. This Defendant admits the allegations set forth in Paragraph 1 of the Complaint.
2. This Defendant admits the allegations set forth in Paragraph 2 of the Complaint.
3. This Defendant admits the allegations set forth in Paragraph 3 of the Complaint.
4. This Defendant denies the allegations set forth in Paragraph 4 of the Complaint.
5. This Defendant denies the allegations set forth in Paragraph 5 of the Complaint.
6. This Defendant denies the allegations set forth in Paragraph 6 of the Complaint.
7. This Defendant denies the allegations set forth in Paragraph 7 of the Complaint.
8. This Defendant denies the allegations set forth in Paragraph 8 of the Complaint.
9. This Defendant denies the allegations set forth in Paragraph 9 of the Complaint.

### INJUNCTIVE RELIEF AS TO THE OWNERS

10. This Defendant neither admits nor denies the allegations of Paragraph 10 of the Complaint, and leaves the Plaintiff to its proofs.

11. This Defendant neither admits nor denies the allegations of Paragraph 11 of the Complaint, and leaves the Plaintiff to its proofs.

12. This Defendant neither admits nor denies the allegations of Paragraph 12 of the Complaint, and leaves the Plaintiff to its proofs.

13. This Defendant neither admits nor denies the allegations of Paragraph 13 of the Complaint, and leaves the Plaintiff to its proofs.

WHEREFORE, Defendant Paul Kardos demands judgment against Plaintiff as follows:

- (a) Dismissing the Verified Complaint with prejudice;
- (b) Awarding this Defendant counsel fees for the costs of opposing this frivolous Verified Complaint;
- (c) For such other relief as the Court deems equitable and just.

### FIRST AFFIRMATIVE DEFENSE

The Plaintiff lacks standing to bring this matter.

### SECOND AFFIRMATIVE DEFENSE

The Verified Complaint fails to state a cause of action upon which relief can be granted.

### THIRD AFFIRMATIVE DEFENSE

This action fails to include an indispensable party.

#### FOURTH AFFIRMATIVE DEFENSE

The Verified Complaint fails to state any facts necessary for the Court to grant injunctive relief.

#### FIFTH AFFIRMATIVE DEFENSE

The within lawsuit constitutes frivolous litigation in violation of R. 1:4-8 and N.J.S.A.2A:15-59.1.

#### COUNTERCLAIM

##### FIRST COUNT

Defendant- Plaintiff on the Counterclaim Paul Kardos, by way of Counterclaim against the Plaintiff Fox Hill, states as follows:

14. Paul Kardos is an individual who, at all pertinent times, was an owner in fee in a real estate condominium known as "Fox Hills at Rockaway Condominium Association, Inc." (hereinafter known as "Fox Hills") located in Rockaway, New Jersey.

15. Due to his ownership of a condominium in the Fox Hill project, Paul Kardos is automatically a member of the Fox Hill Condominium Association, and as such, he has standing to assert the rights and claims set forth in this Counterclaim.

16. Fox Hills has utilized the assets of the condominium association to pay the legal fees of counsel who has prepared and filed the within Verified Complaint and Order to Show cause, and which represents Fox Hills in the within litigation.

17. The Verified Complaint filed in this matter is frivolous on its face, and consists of nothing more than frivolous litigation which, among other things, improperly asserts the rights of a third person not made a party to this action, fails to join an indispensable party, fails to



articulate the grounds necessary for the issuance of injunctive relief, and which fails to even properly state a cause of action upon which relief can be granted.

18. Even if somehow one could discern a viable cause of action in this matter, Fox Hills is not the proper party to assert those rights, and in fact is improperly representing the rights of an individual, Gloria Stahl, in this action.

19. The Plaintiff's payment of counsel fees in this matter constitutes a waste of the Association's funds in favor of one member of the Association, and discriminates against other members of the Association, in violation of Fox Hill's fiduciary duties and its responsibilities created by the Master Deed and by the law of the State of New Jersey.

WHEREFORE, Paul Kardos demands Judgment against Fox Hills:

- A. Adjudging that Fox Hills has violated its fiduciary duties to represent the interests of all members of the Association equally and fairly;
- B. Adjudging that Fox Hills has improperly wasted the assets of the Association in paying the counsel fees in this matter;
- C. Enjoining and forbidding Fox Hills from using any more funds of the Association to pay counsel fees in this action;
- D. Directing and ordering Fox Hills to collect from Gloria Stahl all counsel fees paid to date in this matter to further her interests;
- E. Ordering and directing Fox Hills to pay the counsel fees of Paul Kardos in defending this matter, and
- F. For such other relief as the Court deems equitable and just.

## SECOND COUNT

20. Paul Kardos repeats and reiterates the allegations of the First Count of the Counterclaim as if the same were set forth at length herein.

21. Fox Hills through its counsel has falsely accused Paul Kardos, among others, of a crime of conspiracy to commit murder.

23. The aforesaid allegations are false, and were known to be false at the time they were made and are libelous per se.

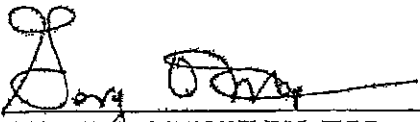
24. The aforesaid false allegations were made with a malicious intent to damage the good reputation of Paul Kardos, and to hold him in contempt as a criminal.

25. These false allegations have caused economic and non-economic damages to Paul Kardos.

WHEREFORE, Paul Kardos demands judgment for defamation against Fox Hill for:

- A. Nominal damages;
- B. Compensatory Damages;
- C. Punitive Damages;
- D. Counsel fees and costs of suit and
- E. Such other and further relief as the Court deems equitable and just.

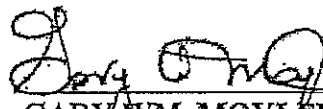
Dated: January 18, 2018

  
GARY W. MOYLEN, ESQ.  
Attorney for Defendant Paul Kardos

CERTIFICATION PURSUANT TO R.4:5-1

It is hereby stated that the matter in controversy is not the subject of any other action pending in any Court or of a pending arbitration proceeding to the best of my knowledge or belief. No other action or arbitration proceeding is contemplated. Further, other than the parties set forth in this pleading, I know of no other parties that should be joined in the above action. In addition, I recognize the continuing obligation of each party to file and serve on all parties and the Court an amended Certification if there is a change in the facts stated in this original certification.


Dated: January 18, 2018

  
\_\_\_\_\_  
GARY W.M. MOYLEN, ESQ.  
Attorney for Defendant Paul Kardos

CERTIFICATION PURSUANT TO R.1:38-7(c) AND R. 4:5-1(b)(3)

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

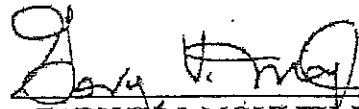
Dated: January 18, 2018

  
\_\_\_\_\_  
GARY W.M. MOYLEN, ESQ.  
Attorney for Defendant Paul Kardos

DESIGNATION OF TRIAL COUNSEL

Pursuant to R.4:25-4, Gary Wm. Moylen, Esq., is hereby designated as trial counsel  
for Defendant Paul Kardos in the within matter.

Dated: January 18, 2018

  
\_\_\_\_\_  
GARY WM. MOYLEN, ESQ.  
Attorney for Defendant Paul Kardos

# **EXHIBIT C**

## SETTLEMENT AND RELEASE AGREEMENT

### A. Parties

This Confidential Settlement and Release Agreement ("Agreement") is made and entered into as of the last day set forth on the signature page ("Effective Date") by and between Fox Hills at Rockaway Condominium Association, Inc. (the "Association") and Paul Kardos ("Owner") (each individually, a "Party," and collectively, the "Parties" or "Settling Parties") for the purpose of resolving, by compromise and settlement, all claims, controversies and alleged liabilities arising out of the facts and circumstances as set forth below.

### B. Recitals

The Agreement is entered into with reference to the following facts:

1. In December, 2017, the Association filed a complaint (the "Complaint") against the Owner and two (2) other members of the Association in the Superior Court of New Jersey, Morris County Chancery Division, bearing Docket No. C-130-17 (the "Litigation").
2. In January, 2018, the Owner filed a counterclaim against the Association (the "Counterclaim") in the Litigation.
3. In consideration of the mutual agreements contained herein, and to avoid the cost, delay and uncertainty of further litigation, the Parties desire to compromise and resolve and/or settle the Complaint and Counterclaim under the terms and conditions set forth herein.

### C. Agreements, Releases and Promises

In consideration of the facts and general releases and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each Party, the Parties acknowledge the accuracy of the Recitals set forth above and promise and agree as follows:

1. Settlement. Not later than April 27, 2018, the Association shall pay in the form of an instrument payable to Gary Wm. Moylen, counsel for the Owner, the sum of \$1,500 (the "Settlement Sum").
2. Stipulation of Dismissal. Simultaneously with the execution of this Agreement, the Parties shall execute the Stipulation of Dismissal, attached hereto as Exhibit A, which shall be held in escrow by Spector & Ehrenworth, P.C., counsel for the Association. Upon confirmation by Owner's counsel of the receipt of the Settlement Sum, counsel for the Association will file and serve the executed Stipulation of Dismissal in the Litigation.
3. Confidentiality. The Parties represent, warrant and agree that the terms and contents of the Agreement, and in negotiating the Agreement (collectively, the "Confidential Info"), including, without limitation, the fact that any money is to be, or was, paid by the

Association to the Owner, are and shall be treated as confidential and shall not be disclosed, in any way used or described or characterized to any other person or entity except as follows:

- a. The Parties can disclose the terms and conditions hereof to enforce the terms of the Agreement. In such event, the disclosing Party shall disclose those portions of the Agreement only as necessary for such enforcement.
- b. The Parties further agree that they shall not in any way make the Confidential Info public and agree that the Agreement is to be read, discussed and/or disclosed only to the Parties, their authorized representatives, affiliates and parent entities, attorneys, auditors, tax preparers, bankers, accountants, investors, underwriters, insurers, reinsurers, and insurance brokers, except as may be required to fulfill a Party's obligations set by order of a court of competent jurisdiction. If a Party receives a subpoena or other request seeking a copy of the Agreement, or the disclosure of the terms hereof, that Party shall, to the extent permitted by law, notify the other Parties in writing that the subpoena or other request was received, and that Party shall cooperate with any of the other Parties with regard to any desire to object to or to limit the scope of the subpoena or request.
- c. The Parties shall advise anyone to whom such information is disclosed that such information shall be treated confidentially.
- d. By way of clarification, because the Association is a corporation that is a separate legal entity from its individual homeowners, the individual homeowners are not a party to this agreement and the Parties shall not disclose the Confidential Info to the individual homeowners.

4. Mutual Release of the Association and the Owner: Except for the obligations and rights expressly set forth elsewhere herein, the Association and the Owner hereby unconditionally and irrevocably remise, release, forever discharge and covenant not to sue one another and all entities related to them, and each of their past, present and future directors, officers (whether acting in such capacity or individually), shareholders, owners, partners, joint venturers, principals, trustees, creditors, attorneys, representatives, employees, managers, parents, subsidiaries, divisions, subdivisions, departments, affiliates, predecessors, successors, heirs and assigns, or any agent acting or purporting to act for them or on their behalf (collectively, the "Releasees"), from any and all claims, counterclaims, actions, causes of action, suits, set-offs, costs, losses, expenses, sums of money, accounts, reckonings, debts, charges, complaints, controversies, disputes, damages, judgments, executions, promises, omissions, duties, agreements, rights, and any and all demands, obligations and liabilities, of whatever kind or character, direct or indirect, whether known or unknown or capable of being known up until the Effective Date, arising at law or in equity, by right of action or otherwise, including, but not limited to facts that arose from or are related to the facts and circumstances giving rise to and/or being part of the Litigation, the Complaint and/or the Counterclaim.

5. Release, Limitations. The Agreement does not release: (1) claims arising out of the failure of any Party to perform in conformity with the terms of the Agreement; and (2) any future disputes between Owner and/or the Association with respect to their condominium/owner relationship.

6. Choice of Law. The Agreement is entered into and made in the State of New Jersey.

7. Construction of Agreement. The Agreement shall be construed as a whole according to its fair meaning and as if all Parties jointly prepared it. Any uncertainty or ambiguity in the Agreement shall not be strictly interpreted or construed against any Party.

8. No Oral Modification. The Agreement shall not be altered, amended, or modified by oral representation made before or after the execution of the Agreement. All modifications must be in writing and duly executed by all Parties.

9. Representations, Indemnifications. The Parties represent and warrant to each other that each is the sole and lawful owner of all right, title and interest in and to every claim and other matter which each releases herein and that they have not previously assigned or transferred, or purported to do so, to any person or other entity any right, title or interest in any such claim or other matter. In the event that such representation is false and any such claim or matter is asserted against either Party by anyone who is the assignee or transferee of such a claim or matter, then the Party who assigned or transferred such claim or matter shall fully indemnify, defend and hold harmless the Party against whom such claim or matter is asserted and its successors from and against such claim or matter and from all actual costs, attorneys' fees, expenses, liabilities and damages which that Party and its successors incur as a result of the assertion of such claim or matter.

10. Knowing and Voluntary Assent. The Parties acknowledge that the Agreement is executed voluntarily by each of them, without any duress or undue influence on the part of, or on behalf of, any of them. The Parties further acknowledge that they have had the opportunity for representation in the negotiations for, and in the performance of, the Agreement by counsel of their choice and that they have read the Agreement and/or have had it fully explained to them by their counsel and that they are fully aware of the contents hereof and the contents' legal effect.

11. Final and Binding Agreement. The Parties acknowledge that the Agreement supersedes all prior and contemporaneous agreements between the Parties regarding the subject matter hereof, is a full and final accord and satisfaction and shall be binding upon, and inure to the benefit of the Parties and their respective heirs, executors, administrators, agents, representatives, successors, and assigns.

12. Counterparts and Facsimile Signatures. The Agreement may be executed in any number of counterparts and with facsimile signatures, and all such counterparts shall be construed together and constitute a single form of the Agreement.



13. Headings and Captions. The headings and captions inserted into the Agreement are for convenience only and in no way define, limit or otherwise describe the scope or intent of the Agreement, or any provision hereof, or in any way affect the interpretation of the Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this document to be executed as of the last day set forth below.

Date: 4/25/18

FOX HILLS AT ROCKAWAY CONDOMINIUM  
ASSOCIATION, INC.

By: Gloria Stahl

Gloria Stahl  
(print name)

Its: President FoxHills  
(print title)

Date: April 18, 2018

PAUL KARDOS

Paul Kardos  
Paul Kardos

# **EXHIBIT D**

## **AMENDMENT TO SETTLEMENT AND RELEASE AGREEMENT**

**WHEREAS**, a Settlement and Release Agreement ("Agreement") entered into as of the last day set forth on the signature page of that Agreement ("Effective Date") by and between Fox Hills at Rockaway Condominium Association, Inc. (the "Association") and Paul Kardos ("Owner") (each individually, a "Party," and collectively, the "Parties" or "Settling Parties") for the purpose of resolving, by compromise and settlement, all claims, controversies and alleged liabilities arising out of the facts and circumstances as set forth therein.

**WHEREAS**, the "Parties" have agreed to amend the aforesaid "Agreement".

**NOW, THEREFORE, IT IS HEREBY AGREED** by and among the Parties, in consideration of the mutual covenants and undertakings set forth in the "Agreement", to amend the aforesaid "Agreement" as follows:

1. Effective as of the last day set forth on the signature page of this **"AMENDMENT TO SETTLEMENT AND RELEASE AGREEMENT"** ("Effective Date") the following provision of the "Agreement", as set forth fully below, be and the same is hereby deleted:

**3. Confidentiality.** The Parties represent, warrant and agree that the terms and contents of the Agreement, and in negotiating the Agreement (collectively, the "Confidential Info"), including, without limitation, the fact that any money is to be, or was, paid by the Association to the Owner, are and shall be treated as confidential and shall not be disclosed, in any way used or described or characterized to any other person or entity except as follows:

a. The Parties can disclose the terms and conditions hereof to enforce the terms of the Agreement. In such event, the disclosing Party shall disclose those portions of the Agreement only as necessary for such enforcement.

b. The Parties further agree that they shall not in any way make the Confidential Info public and agree that the Agreement is to be read, discussed and/or disclosed only to the Parties, their authorized representatives, affiliates and parent entities, attorneys, auditors, tax preparers, bankers, accountants, investors, underwriters, insurers, reinsurers, and insurance brokers, except as may be required to fulfill a Party's obligations set by order of a court of competent jurisdiction. If a Party receives a subpoena or other request seeking a copy of the Agreement, or the disclosure of the terms hereof, that Party shall, to the extent permitted by law, notify the other Parties in writing that the subpoena or other request was received, and that Party shall cooperate with any of the other Parties with regard to any desire to object to or to limit the scope of the subpoena or request.

c. The Parties shall advise anyone to whom such information is disclosed that such information shall be treated confidentially.

d. By way of clarification, because the Association is a corporation that is a separate legal entity from its individual homeowners, the individual homeowners are not a party to this agreement and the Parties shall not disclose the Confidential Info to the individual homeowners.

2. All other provisions of the "Agreement" shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this document to be executed as of the last day set forth below.

Date: 7/6/18

FOX HILLS AT ROCKAWAY CONDOMINIUM ASSOCIATION, INC.

By: Gloria Stahl  
President Fox Hills Bd. of Directors

Date: 7/3/18

By: Paul Kardos  
Paul Kardos

MEN

# **EXHIBIT E**

**From:** Paul Kardos <pkardos1@yahoo.com>  
**To:** Lynn Meekins <lmeekins@taylormgt.com>  
**Sent:** Sunday, September 25, 2016 10:37 PM  
**Subject:** Dublirer Decision Summary

Lynn

Please forward this to the board along with my request for a place to post political notices.

The entire NJ Supreme Court opinion on the Dublirer case is quite interesting;

<http://caselaw.findlaw.com/nj-supreme-court/1685374.html>

However, for those of us with limited time or interest, the following extracts relate the gist of the opinion.

*A resident... asked the Board if he could distribute campaign materials in the building. The Board, citing a "House Rule" that barred soliciting and distributing any written materials, denied the request. The resident filed a lawsuit and claimed that the House Rule was unconstitutional.*

*The House Rule reads as follows: There shall be no solicitation or distribution of any written materials anywhere upon the premises without authorization of the Board of Directors... A bulletin board for resident's use is provided in the rear lobby.*

*The appellate panel ... struck the House Rule on free speech grounds. The panel noted that Dublirers expressional activity was "political-like speech" because it related to the management and governance of the common-interest community. The panel found that the restriction left Dublirer without reasonable alternate means to convey his message.*

*Even though Dublirer did not run for public office, his message was akin to and should be treated as political speech, which is entitled to the highest level of protection in our society.*

*The Board can adopt reasonable time, place, and manner restrictions to serve the community interest.... For example, it could reasonably limit the number of written materials that an apartment dweller can distribute in a given period.*

*The Board allows itself to distribute materials throughout the complex, but its critics cannot do so. As the excerpts in the record reveal, parts of the Boards updates praise its achievements and harshly criticize its opponents. But the Board prohibits detractors from answering in the same manner.*

*Nothing in our case law permits a group in power to attack its opponents yet bar them from responding in the same way.*

*We therefore find that the Board's House Rule violates the free speech guarantee in New Jersey's Constitution.*

*Chief Justice Rabner delivered the opinion of the Court.*

Note that the "bulletin board in the rear lobby" available to Dublirer was found by the court to be unsatisfactory for the free speech requirement. We at Fox Hills don't even have that.

Regards,

Paul Kardos

# **EXHIBIT F**



## Lynn Meekins

---

**From:** Marc Edell <medell@edell-law.net>  
**Sent:** Tuesday, May 15, 2018 1:11 PM  
**To:** 'gmoylen@gmail.com'  
**Cc:** Lynn Meekins  
**Subject:** Violation of Settlement Agreement, Libel and much more  
**Attachments:** Kardos Flyer.pdf

I called you as a courtesy yesterday but I did not receive a return call. This is to advise that (1) your client has violated the Confidential Settlement Agreement; (2) If what he states in the attached Flyer accurately reflects your representation and legal advice (a) he has waived the attorney client privilege; (b) you were negligent in so counseling him since I assume you have not seen all of the Applicable Confidential Settlement Agreements in this matter and; (c) if you advised him that he could not bring a claim for defamation because the offensive statement was protected by Litigation Immunity(see attached), but, because in his words you are nothing more than a "hired gun", and were willing "to do whatever [he] wants", you violated the RPCs by including the defamation claim knowingly it was brought in bad faith (ask your client for his May 10<sup>th</sup> email); (d) your client lies when he states in the Flyer that he did not bring a claim for defamation, you included the claim in his Counterclaim; (e) in his May 10, 2018 email, your client's baseless disparaging remarks regarding my conduct as Fox Hill's attorney are Libel per se. Please advise whether you will be representing him in that regard or whether I can communicate with him directly.

Finally, I am happy to discuss any of the issues presented herein if you would like. You might like to remind him that he accepted \$1,500 for releasing all claims against my client that were or could have been made in this matter including the defamation claim he lies about in his Flyer. Further, given his waiver of the attorney client privilege, and his many lies, and the significant legal fees attributable to his misconduct changes the analysis of his recent request to eliminate the Confidentiality Provision in his settlement agreement.

In any event, it is crucial that you inform me if you continue to represent Kardos and the scope of the representation. If I do not have a response to this question by 5:00 PM, I will assume you no longer represent him in any capacity and therefore I may contact him directly.

Thank you,  
Marc Edell

(908)500-7801

# **EXHIBIT G**

The opinions of the author do not necessarily reflect the opinions of the Board. However, in accordance with the First Amendment (Freedom of Speech) this document is being distributed

The litigation (Fox Hills vs. Applebaum, Kardos & Rothstein) started with a lie and now ends with a lie.

### Starting Lie:

Paragraph 4 in the Verified Complaint:

*"During the course of that communication, the Owners conspired to "shoot" a recently elected member of the Board; currently the Board's president, Ms. Gloria Stahl. Paul Kardos assembled the Owners, along with others who he believed might be willing to participate in his conspiracy, and to participate in the actual shooting."*

This is pure fantasy. In my mind it is akin to deliberate perjury. But I was unable to claim defamation due to a legal principle called *Litigation Immunity*. Deliberate lies are allowed in legal pleadings.

I would like to know who wrote this lie. I would like to know who on the board, besides secretary Cohen who signed for it, acquiesced to this lie. If any board member objected to this lie, I'd like to know who it was. They should be commended for knowing it's wrong to falsely accuse someone of a crime.

### Ending lie:

The board posted a notice dated May 10, 2018 stating:

*"We have been advised by Council that the Agreements preclude the Board from providing any additional information regarding this matter".*

According to my attorney the contents of the Settlement Agreement are confidential, BUT anything else about the litigation can be discussed!!! The board statement is another lie.

### Questions:

The following questions have nothing to do with settlement agreements and should be able to be answered by the board:

1. What lessons were learned from this frivolous litigation?
2. What was the total cost of the litigation to homeowners?
3. Why is David J. Byrne, Esq. no longer the association's attorney?
4. Was any attorney or settlement money paid for by insurance?
5. Was any settlement money paid for by David J. Byrne, Esq.?
6. Did the attorney encourage the Board to pursue this lawsuit, or did the Board convince him?
7. Attorneys do not come cheap. Would any of the board members contribute toward attorney costs of the defendants? How about \$500 per director?
8. Do you think the board owes an apology to the defendants for the frivolous litigation and the false report filed with the police department?
9. Do you think the board owes an apology to the homeowners of Fox Hills?

Paul Kardos

# EXHIBIT H

## Lynn Meekins

---

**From:** ALAN ROTHSTEIN <abrrock@optimum.net>  
**Sent:** Thursday, May 10, 2018 7:56 PM  
**To:** Paul Kardos; Lynn Meekins  
**Subject:** RE: Queations for board

Not so. While the settlement is confidential there is no reason the bd cannot tell us who voted in favor of the suit, what were the grounds for starting the suit, how much did the bd pay Byrne to draw the papers and start the suit etc. Plenty of questions that have nothing to do with the settlement. The settlement is completely separate from the commencement of the suit. It is a cop out by the bd. On Thu, May 10, 2018 at 04:37 PM, Paul Kardos wrote:

Well, the board set a date to discuss docket C-130-17 litigation - it's the 12th of never (attached).

This is baloney. My attorney would give me options, advise his recommendation, and then ask me what I wanted to do. I was in charge. The attorney is the hired gun and will do whatever you, his client, want:

This is ANOTHER case of ;

1. board tells attorney what to say,
2. the attorney says it,
3. the board quotes the attorney as the final authority.

What happened to the committee to improve board communications?

PK

— Forwarded Message —

**From:** Barbara <baumappl@aol.com>  
**To:** "pkardos1@yahoo.com" <pkardos1@yahoo.com>  
**Sent:** Wednesday, May 09, 2018 11:40:49 PM EDT  
**Subject:** Re: Document page count

Just some suggestions and additions off the top of my head.....

I would eliminate #2 and #3.

Instead of referring to paragraph this and that or email this and that, I would go into a little detail as to what you are talking about.

#8 - How about including all of us.

#9 - How about including all of us.

Was the settlement to Paul and Al paid by Fox Hills or Mr. Byrne?

#7 - Were all 7 Board Members in favor of pursuing this lawsuit right from the beginning?

Did the attorney encourage the Board to pursue this lawsuit, or did the Board work to convince him?

Why did we change attorneys? It had to have something to do with the lawsuit against us.

How much did this end up costing the residents here? Do you think this lawsuit was in the best interest of Fox Hills?

Do you still feel, as was stated at the Townhall Meeting, that the attorney works for all of us and if a resident (not a Board member), had a similar situation, the attorney would defend that person? If the answer is yes, and the attorney represents all of us, how would the attorney decide which person to defend? (conflict of interest).

—Original Message—

From: Paul Kardos <pkardos1@yahoo.com>

To: Barbara <baumappl@aol.com>

Sent: Wed, May 9, 2018 6:32 pm

Subject: Re: Document page count

Yes, I'm working on some questions, like;

1. To board: Can we remove the "confidential" part of my Settlement Agreement? It's certainly ok with me.
2. To each director; Do you promise to tell the truth, the whole truth and nothing but the truth?
3. Do you know the difference between right and wrong?
4. Do you think it's right or wrong to accuse someone of a crime that you know the person didn't commit?
5. Does my statement on the email of Dec. 6 sound at all like "assembling owners to conspire to murder the board pres."? (paragraph 4 of Verified Complaint)
6. When I was served with the Verified Complaint on Dec. 6, were you aware of this statement was in the Verified Complaint?
7. Did you help write the statement in paragraph 4, or acquiesce to it? Did you or anyone object to it?
8. Do you think you owe me an apology? How about for the false accusation that you filed in the police report
9. My attorney charged \$5000 for his services. Would you like to make a contribution toward this cost? How about \$500 per director?

Before my questions, someone else should ask if the board will be answering all questions.

Can you think of any more questions?

Paul

# **EXHIBIT I**

Re: Violation of Settlement Agreement, Libel and much more

From: Gary Moylen (gmoylen@gmail.com)

To: medell@edell-law.net

Bcc: pkardos1@yahoo.com

Date: Wednesday, May 16, 2018, 10:16 AM EDT

Good morning Marc,

This is to confirm our telephone conference yesterday regarding the Fox Hill matter. I have emailed my client regarding your concerns, and await his response.

In the meantime, I reviewed the Settlement Agreement as well as Mr. Kardos' proposed flyer. My responses to your concerns listed in your email, without having spoken to my client, are as follows:

1. I don't see how Mr. Kardos' Flyer violates the Settlement Agreement. The Agreement states in pertinent part that the parties "... agree that the terms and contents of the Agreement, and ... the fact that any money is to be, or was, paid by the Association to the Owner, are and shall be treated as confidential and shall not be disclosed, in any way used or described...." Nowhere in Mr. Kardos' Flyer are the terms of the settlement or the fact that money was paid disclosed. He seems to raise what appear to be serious and legitimate questions about the allegations made in the lawsuit, and the propriety of the allegations in the lawsuit. The Settlement Agreement does not prohibit discussions about the allegations made in the Verified Complaint or the other issues he raises such as the cost to the Association in terms of legal fees. If there is a provision of the Agreement that you contend states otherwise, I would be happy to review it.

2. Assuming you are correct that Mr. Kardos may have waived the attorney-client privilege, which I do not necessarily agree with, what are the relevance of such waiver? Why does it matter?

3. How have I been negligent in counseling my client, and how does that redound to your benefit? What standing do you or your client have to even raise the issue? Who was harmed by such "negligence"?

4. Your criticism of Mr. Kardos and his comments about defamation attributes to him a knowledge of the law and litigation that he does not have.

5. I don't have Mr. Kardos' May 10 email, and so cannot comment on it.



6. The fact that Mr. Kardos released all claims he might have against your client arising out of this lawsuit, does not mean that he can't openly discuss it. Quite frankly, the Verified Complaint filed in this matter included outrageous and almost ridiculous claims that makes one wonder about the mental state of those involved in drafting and filing it. The allegations of a "conspiracy to commit murder" - alleged with a straight face in formal pleadings that apparently arose in the context of discussions about issues concerning this Board makes one wonder. And having alleged such a conspiracy to commit murder, seeking only relief in the terms of an order to keep a certain feet away from the object of the conspiracy are beyond ludicrous, and worthy of a good laugh.

I think Mr. Kardos is certainly justified in asking who participated in approving such an outrageous lawsuit, and in inquiring exactly what relief they were really seeking. I can see it legitimately being an issue in any upcoming elections for the Board. Likewise, his inquiries into how much this charade cost the Association in terms of legal fees is justified, and not prohibited in the Settlement Agreement.

In closing, this entire matter seems to be a tempest in a teacup, and I don't see the justification of all the huffing and puffing going on. In any event, I am awaiting Mr. Kardos' response, and will advise you as soon as I have it.

Regards

On Tue, May 15, 2018 at 1:11 PM, Marc Edell <[medell@edell-law.net](mailto:medell@edell-law.net)> wrote:

I called you as a courtesy yesterday but I did not receive a return call. This is to advise that (1) your client has violated the Confidential Settlement Agreement; (2) if what he states in the attached Flyer accurately reflects your representation and legal advice (a) he has waived the attorney client privilege; (b) you were negligent in so counseling him since I assume you have not seen all of the Applicable Confidential Settlement Agreements in this matter and; (c) if you advised him that he could not bring a claim for defamation because the offensive statement was protected by Litigation Immunity(see attached), but, because in his words you are nothing more than a "hired gun", and were willing "to do whatever [he] wants", you violated the RPCs by including the defamation claim knowingly it was brought in bad faith (ask your client for his May 10<sup>th</sup> email); (d) your client lies when he states in the Flyer that he did not bring a claim for defamation, you included the claim in his Counterclaim; (e) in his May 10, 2018 email, your client's baseless disparaging remarks regarding my conduct as Fox Hill's attorney are Libel per se. Please advise whether you will be representing him in that regard or whether I can communicate with him directly.

Finally, I am happy to discuss any of the issues presented herein if you would like. You might like to remind him that he accepted \$1,500 for releasing all claims against my client that were or could have been made in this matter including the defamation claim he lies about in his Flyer. Further, given his waiver of the attorney client privilege, and

his many lies, and the significant legal fees attributable to his misconduct changes the analysis of his recent request to eliminate the Confidentiality Provision in his settlement agreement.

In any event, it is crucial that you inform me if you continue to represent Kardos and the scope of the representation. If I do not have a response to this question by 5:00 PM, I will assume you no longer represent him in any capacity and therefore I may contact him directly.

Thank you,

Marc Edell

(908)500-7801

—  
Gary Wm. Moylen, Esq.  
Certified Civil Trial Attorney  
90 Maple Avenue  
Morristown, N.J. 07960

T-973-539-1303 F-973- 285-5594 Cell-201-953-2495

# **EXHIBIT J**

From: Paul Kardos <pkardos1@vahoo.com> Date: May 12, 2018 at 9:23:24 AM EDT To: Marion Aaronson <maaronson1@optimum.net>, Barbara Applebaum <baumappl@aol.com>, Ed Bitner <edbitner@yahoo.com>, David Bishop <equiconl@aol.com>, Gene Borgna <eibklb@gmail.com>, ERNEST BLICKERS <ioernie@att.net>, Gil Chesnov <gehesnov@email.com>, Adela Dubovy <adubovy@yahoo.com>, Sheila Frost <jsfrost2@verizon.net>, Susan Krugman Flannery <sskf331@aol.com>, Barbara Grimaldi <sirdavydickens@email.com>, Anne Gallagher <callaghera@att.net>, Arlene Goodman <arleooddy@aol.com>, Geoffrey Kantor <aeoffkantor@email.com>, LOVERO HELEN <hjl110@verizon.net>, Kathy Mack <kmackaronil@verizon.net>, Philip Migliorise <philipm8@verizon.net>, Adrienne Migdale <amigdale@optonline.net>, Ben & Joy Parisi <parisi7@verizon.net>, Lenny Richman <annlen1@verizon.net>, Munro Ross <munro1223@email.com>, Rudi Sabatino <rmpasab@optonline.net>, Raymond Santoro <santoro3416@gmail.com>, Ben Suntag <eatnus@email.com>, 1

ESTHER Seltzer <esseltzer@optonline.net>, Weitzman Eleanor <ellienvu64@aol.com>, Joseph & Janice Wolkenberg <janjoe2@optonline.net>, Gwen Franklin <gwenfranklin01@email.com>, Theresa Wisolmerski <twisol2217@icloud.com>, Raz Burns <razburns@vahoo.com>, Laura Greenberg <mrssugareeorge@aol.com>, Lloyd Kishinsky <lkishinsky@email.com>, Pat Lucien <lucien371@email.com>, Cuthbert Twilley <ctwilley00@yahoo.com>, David Solomon <dsbraces@email.com>, Walter Reiling <wsrmni@aol.com>, Phil Zwick <philzwick@email.com>, Frank Galli <eallifoxhills@aol.com>, Fran Zuccarello <franzucc@gmail.com>, Dot Hamilton <dot.hamilton@verizon.net>, Don Bernard <bsbdpb@yahoo.com>, Phyllis Smith <phyllis.smith.1105@gmail.com>, Lucille Malvano <wheelsona@optonline.net>, Jerome 'Jerry' Perniciaro <ipernil@hotmail.com>, SCARLET PIMPERNEL <condoconnections@hotmail.com>, Lois Sack <thesacks@aol.com>, Don Tanis <dontanis999@verizon.net>, Nancy Van Court <nlvel2@aol.com> Subject: Litigation ends with another lie The litigation (Fox Hills vs. Applebaum, Kardos & Rothstein) started with a lie and now ends with a lie.

Starting Lie:

Paragraph 4 in the Verified Complaint:

"During the course of that communication, the Owners conspired to "shoot" a recently elected member of the Board; currently the Board's president, Ms. Gloria Stahl. Paul Kardos assembled the Owners, along with others who he believed might be willing to participate in his conspiracy, and to participate in the actual shooting."

This is pure fantasy. In my mind it is akin to deliberate perjury. But I was unable to claim defamation due to a legal principle called Litigation Immunity. Deliberate lies are allowed in legal pleadings.

I would like to know who wrote this lie. I would like to know who on the board, besides secretary Cohen who signed for it, acquiesced to this lie. If any board member objected to this lie, I'd like to know who it was. They deserve some kind of "truth" award.

Ending lie:

The board posted a notice dated May 10, 2018 stating:

"We have been advised by Council that the Agreements preclude the Board from providing any additional information regarding this matter".

According to my attorney the contents of the Settlement Agreement are confidential, but anything else about the litigation can be discussed!!! So the board statement is another lie.

Questions:

The following questions have nothing to do with settlement agreements and should be able to be answered by the board:

1. What lessons were learned from this frivolous litigation?
2. What was the total cost of the litigation to homeowners?
3. Why is David J. Byrne, Esq. no longer the association's attorney? Was it due to the part he played in the litigation?
4. Was any attorney or settlement money paid for by insurance?
5. Was any settlement money paid for by David J. Byrne, Esq.?
6. Did the attorney encourage the Board to pursue this lawsuit, or did the Board work to convince him?
7. Attorneys do not come cheap. Would any of the board members like to make a contribution toward attorney costs of the defendants? How about \$500 per director?
8. Do you think the board owes an apology to the defendants for the frivolous litigation and the false report filed with the police department?
9. Do you think the board owes an apology to the homeowners of Fox Hills?
10. Do you still feel, as was stated at the Townhall Meeting, that the attorney works for all of us and if a resident (not a board member), had a similar situation, the attorney would defend that person? If the answer is yes, and the attorney represents all of us, how would the attorney decide which person to defend? (conflict of interest).
11. Ms. Applebaum would like to know why when the board claimed that a resident cost the association ~\$8,000 (very dubious claim if not another lie), it was blasted all over the place, including every bulletin board in the community and on the round table as you enter the clubhouse. The board was proud to inform us that it was the residents fault that we had to pay

that money. Now that the association has to pay out due to the Board's poor judgement, we can't find out how much it cost us.

And related to the settlement agreements; 12. Can we remove the "confidential" part of the settlement agreements? It's ok with the defendants.

# **EXHIBIT K**

-----Original Message----- From: Paul Kardos <pkardos 1@yahoo.com> To: Barbara <baumappl@aol.com> Sent: Wed, May 9, 2018 6:32 pm Subject: Re: Document page count Yes, I'm working on some questions, like:

1. To board: Can we remove the "confidential" part of my Settlement Agreement? It's certainly ok with me.

2. To each director; Do you promise to tell the truth, the whole truth and nothing but the truth?

3. Do you know the difference between right and wrong?

4. Do you think it's right or wrong to accuse someone of a crime that you know the person didn't commit?

5. Does my statement on the email of Dec. 6 sound at all like "assembling owners to conspire to murder the board pres."? (paragraph 4 of Verified Complaint) 6. When I was served with the Verified Complaint on Dec. 6, were you aware of this statement was in the Verified Complaint?

7. Did you help write the statement in paragraph 4, or acquiesce to it? Did you or anyone object to it?

8. Do you think you owe me an apology? How about for the false accusation that you filed in the police report 9. My attorney charged \$5000 for his services. Would you like to make a contribution toward this cost? How about \$500 per director?

Before my questions, someone else should ask if the board will be answering all questions.

Can you think of any more questions?

Paul



# **EXHIBIT L**

**Lynn Meekins**

---

**From:** Paul Kardos <pkardos1@yahoo.com>  
**Sent:** Friday, May 18, 2018 11:25 AM  
**To:** Lynn Meekins  
**Cc:** ERNEST BLICKERS  
**Subject:** Dispute for ADRC - Another Flyer Complaint  
**Attachments:** Flyer\_Complaint\_DRC\_051818.pdf

To: Community Manager Lynn Meekins

The file attached contains the details of a dispute I have with the Board of Directors. Please submit this dispute to the ADRC (Alternate Dispute Resolution Committee, aka DRC) according to Rules & Regulations Article XVII.

Best regards,  
Paul Kardos  
Monroe building

## Flyer Complaint

Date: May 18, 2018

To: Fox Hills Dispute Resolution Committee (DRC)

Subject: Flyer Not Allowed

### FACTS:

1. On Thursday morning of May 17, 2018, Paul Kardos submitted a flyer (Appendix A) to the Clubhouse for Friday folder distribution.
2. On Thursday May 17, 2018, at 10:22 AM, Paul Kardos received a phone message from Lynn Meekins stating,  
"regarding your flyer for Friday folders, the board has decided not to post that, unfortunately you are attacking the board and calling them liars and that's not acceptable to be posted."
3. The flyer deemed not acceptable had been the subject of email correspondence between Paul Kardos' attorney Gary Moylen, and the association attorney Marc Edell.
4. Freedom to speak and write and publish are guaranteed by the *NJ Constitution*<sup>1</sup> and are further defined in the NJ Supreme Court *Dublirer*<sup>2</sup> decision.
5. Paul Kardos was criticized/attacked in the Board Notice of February 16, 2018 (Appendix B).

### ARGUMENT

6. The board decision to disallow flyers that accuse the board of lying violates the *NJ Constitution* guarantee that "Every person may freely speak, write and publish his sentiments on all subjects".
7. It is a conflict of interest if the board can disallow flyers that are critical of the themselves.
8. It is unacceptable for the board to be able to attack and criticize homeowners if homeowners are not allowed to respond.

### REDRESS

9. The written report of the DRC shall recommend the following to the board:
  - a. The Friday Folder Distribution must be available for flyers on any political<sup>3</sup> subject always.
  - b. A response to a board attack or misstatement must be able to use the same channels of communication that was used by the board.

Submitted by:



Paul Kardos

204 Cleveland Lane.

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<sup>1</sup> NJ Constitution, Article I paragraph 6, "Every person may freely speak, write and publish his sentiments on all subjects, being responsible for the abuse of that right. No law shall be passed to restrain or abridge the liberty of speech or of the press"

<sup>2</sup> *Dublirer vs 2000 Linwood Ave*, Dec. 3, 2014

<sup>3</sup> *Political* in the opinion of the NJ Supreme Court is something "related to the management and governance of the common-interest community."

## Appendix A Flyer

The opinions of the auditor do not necessarily reflect the opinions of the Board.  
However, in accordance with the First Amendment (Freedom of Speech) this document is being distributed.

The litigation (Fox Hills vs. Applebaum, Kardos & Rothstein) started with a lie and now ends with a lie.

### Starting Lie:

Paragraph 4 in the Verified Complaint:

*"During the course of that communication, the Owners conspired to "shoot" a recently elected member of the Board; currently the Board's president, Ms. Gloria Stahl. Paul Kardos assembled the Owners, along with others who he believed might be willing to participate in his conspiracy, and to participate in the actual shooting."*

This is pure fantasy. In my mind it is akin to deliberate perjury. But I was unable to sustain a claim for defamation due to a legal principle called *Litigation Immunity*. Deliberate lies are allowed in legal pleadings. .

I would like to know who wrote this lie. I would like to know who on the board, besides Secretary Cohen who signed for it, acquiesced to this lie. If any board member objected to this lie, I'd like to know who it was. They should be commended for knowing it's wrong to falsely accuse someone of a crime.

### Ending lie<sup>1</sup>:

The board posted a notice dated May 10, 2018 stating:

*"We have been advised by Council that the Agreements preclude the Board from providing any additional information regarding this matter".*

According to my attorney the contents of the Settlement Agreement are confidential, BUT anything else about the litigation can be discussed!!!

### Questions:

The following questions have nothing to do with settlement agreements and should be able to be answered by the board:

1. What lessons were learned from this frivolous litigation?
2. What was the total cost of the litigation to homeowners?
3. Why is David J. Byrne, Esq. no longer the association's attorney?
4. Was any attorney or settlement money paid for by insurance?
5. Was any settlement money paid for by David J. Byrne, Esq.?
6. Did the attorney encourage the Board to pursue this lawsuit, or did the Board convince him?
7. Attorneys do not come cheap. Would any of the board members contribute toward attorney costs of the defendants? How about \$500 per director?
8. Do you think the board owes an apology to the defendants for the frivolous litigation and the false report filed with the police department?
9. Do you think the board owes an apology to the homeowners of Fox Hills?

Paul Kardos

<sup>1</sup> The board statement is not true. If the board knew it wasn't true, and they must have known, then it's a lie. If they thought it was true but it wasn't, then it's just a false statement.

5/17/18

Appendix B

## Notice

### Update on Association's Complaint Against 3 Homeowners

February 16, 2018

Yesterday, Judge Robert J Brennan rejected the Association's attempt to subject the 3 homeowners to restraints. He also granted motions to dismiss for 2 of the 3 homeowners.

While the Board is disappointed in these rulings, it stands by its decision to file this Complaint, as an attempt to discourage future instances of cyber-harassment and bullying in our community.

The language used in the chain of emails by the 3 homeowners, included the language, "shoot her" and "if I could get away with it, I'd buy a gun and pull the trigger." According to one of the 3 homeowners, Judge Brennan did acknowledge that this language was inappropriate, well out-of-bounds and terribly in bad taste.

The Board agrees with the Judge, especially in light of Wednesday's mass shooting in Florida... the latest in a rash of shootings in recent years.

We realize that this complaint will result in an extra legal cost for the Association. The Board believes this legal cost represent a necessary price to pay for pro-actively trying to protect all homeowners from harassment and fear. We should keep in mind that this extra legal cost is a direct result of the irresponsible behavior of the 3 homeowners.

Your Board of Directors

# **EXHIBIT M**

Gary Moylen

May 22, 2018

Re: Fox Hill v. Paul Kardos

Gary: I am writing with paragraphs 1 and 6 of your May 16, 2018 email:

The MUTUAL RELEASE states in pertinent part:

4. Mutual Release of the Association and the Owner. Except for the obligations and rights expressly set forth elsewhere herein, the ... Owner [Kardos] hereby unconditionally and irrevocably remise [give up, surrender relinquish], release, forever discharge ...past, present and future directors, officers (whether acting in such capacity or individually)...attorneys... acting or purporting to act for them ["the Association"] or on their behalf (collectively, the "Releasees"), from any and all claims, ...costs, losses, expenses, ...accounts, reckonings...charges, complaints, controversies, disputes, ... promises, omissions, duties, agreements, rights, and any and all demands, obligations and liabilities, of whatever kind or character, direct or indirect, whether known or unknown or capable of being known up until the Effective Date, arising at law or in equity, by right of action or otherwise, including, but not limited to facts that arose from or are related to the facts and circumstances giving rise to and/or being part of the Litigation, the Complaint and/or the Counterclaim.

In short, Kardos REMISES (relinquishes) any rights, of whatever kind or character, he would otherwise have: (1) to make claims, charges, complaints of any kind; (2) attempts to create controversies and disputes; (3) demands information and answers to questions; and (4) assertions the Board and Attorney violated its duties and obligation. All relating to directly or indirectly, to facts that arose from or are related to the facts and circumstances giving rise to and/or being part of the Litigation, the Complaint and/or the Counterclaim.

His "Flyer": (1) makes claims, and charges; (2) creates controversies and disputes; (3) demands information and answers to questions; and (4) asserts the Board and Attorney violated its duties and obligation. All relating to directly or indirectly, to facts that arose from or are related to the facts and circumstances giving rise to and/or being part of the Litigation, the Complaint and/or the Counterclaim.

Kardos' Counterclaim:

FIRST COUNT

15. Due to his ownership of a condominium in the Fox Hill project, Paul Kardos is automatically a member of the Fox Hill Condominium Association, and as such, he has standing to assert the rights and claims set forth in this Counterclaim.

16. Fox Hills has utilized the assets of the condominium association to pay the legal fees of counsel who has prepared and filed the within Verified Complaint and Order to Show cause, and which represents Fox Hills in the within litigation.

17. The Verified Complaint filed in this matter is frivolous on its face, and consists of nothing more than frivolous litigation which, among other things, improperly asserts the rights of a third person not made a party to this action, fails to join an indispensable party, fails to articulate the grounds necessary for the issuance of injunctive relief and which fails to even properly state a cause of action upon which relief can be granted.

18. The Plaintiff's payment of counsel fees in this matter constitutes a waste of the Association's funds in favor of one member of the Association, and discriminates against other members of the Association, in violation of Fox Hills fiduciary duties and its responsibilities created by the Master Deed and by the law of the State of New Jersey,

#### SECOND COUNT

20. Paul Kardos repeats and reiterates the allegations of the First Count of the Counterclaim as if the same were set forth at length herein.

21. Fox Hills through its counsel has falsely accused Paul Kardos, among others, of a crime of conspiracy to commit murder.

22. The aforesaid allegations are false, and were known to be false at the time they were made and are libelous per se.

23. The aforesaid false allegations were made with a malicious intent to damage the good reputation of Paul Kardos, and to hold him in contempt as a criminal.

On May 18, 2018 your client filed a Complaint with the Fox Hills Alternate Dispute Resolution Committee relating to Association's decision not to post the "Flyer". This constitutes a further breach of the CONFIDENTIAL SETTLEMENT AGREEMENT.

Considering the above, the Association has no choice but to file Complaint in the State Court for his numerous breaches and defamation.

Marc Edell