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+CERTIFIED BY THE SUPREME COURT
OF NEW JERSEY AS A WORKERS-
COMPENSATION LAW ATTORNEY
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TRIAL ATTORNEY

OF COUNSEL
ANTHONY C. FAMULARI (RETIRED)

February 4, 2019

Morris County Superior Court
Chancery Division
Court Street
Morristown, NJ 07960

Re: Paul Kardos -vs- Fox Hills at Rockaway Condominium Association, Inc.
Docket No.: MRS-C-000102-18
Our File No.: 20016-02739 JMP

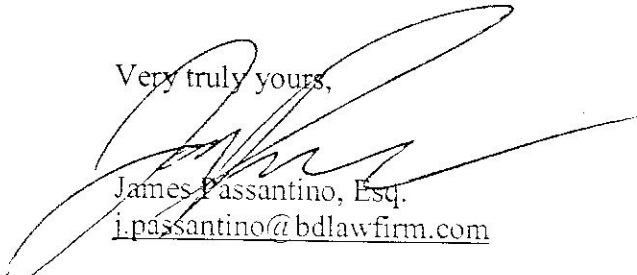
Dear Sir/Madam:

Please find enclosed an original and one (1) copy of an Answer and Case Information Statement on behalf of the Defendant, *Fox Hills at Rockaway Condominium Association, Inc.* with regard to the within matter.

Please file same and return a filed copy to the undersigned in the enclosed self-addressed, stamped envelope provided for your convenience. **Please charge our Account No. 140458.**

Thank you.

Very truly yours,


James Passantino, Esq.
j.passantino@bdlawfirm.com

JMP/cml
Enclosures

Cc: Paul Kardos, Pro Se – VIA Certified Mail, RRR

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Attorneys for Defendant, *Fox Hills at
Rockaway Condominium Association, Inc.*

Our File No. 20016-02739

_____	:	SUPERIOR COURT OF NEW JERSEY
PAUL KARDOS	:	CHANCERY DIVISION MORRIS COUNTY
	:	GENERAL EQUITY
Plaintiff,	:	DOCKET NO.: MRS-C-000102-18
	:	
-vs-	:	Civil Action
	:	
	:	ANSWER TO COMPLAINT,
FOX HILLS AT ROCKAWAY	:	SEPARATE DEFENSES, JURY
CONDOMINIUM ASSOCIATION, INC.	:	DEMAND AND CERTIFICATIONS
	:	
	:	
Defendants.	:	

The Defendant, Fox Hills at Rockaway Condominium Association, Inc. by way of
Answer to the Plaintiff's Complaint, says the following:

FIRST COUNT

1. Insofar as the allegations contained in Paragraphs 1 of this Count of the Complaint do not pertain to this Defendant, this Defendant makes no answers thereto. Insofar as the allegations contained in Paragraphs 1 of this Count of this Complaint pertain to this Defendant, same are denied.
2. Paragraph 2 asserts a contention of law and, as such, Defendant makes no response thereto. To the extent that Plaintiff(s) is asserting allegations of fact, same are denied.
3. Defendant admits that the Plaintiff submitted a flyer only.

4. Defendant admits that the Plaintiff's flyer was not acceptable to be posted, but denies that the only reasons for denying Plaintiff's request was based solely upon the quoted language contained in Paragraph 4 of Plaintiff's Complaint.
5. Defendant denies the allegation contained in Paragraph 5 of this Count of the Complaint.
6. Paragraph 6 asserts a contention of law and, as such, Defendant makes no response thereto. To the extent that Plaintiff(s) is asserting allegations of fact, same are denied.
7. Paragraph 7 asserts a contention of law and, as such, Defendant makes no response thereto. To the extent that Plaintiff(s) is asserting allegations of fact, same are denied.
8. Defendant denies that the Plaintiff is entitled to the relief sought in Paragraph 8 of the Complaint and demands a dismissal of Plaintiff's Complaint, together with the costs of suit.
9. Defendant denies that the Plaintiff is entitled to the relief sought in Paragraph 9 of the Complaint and demands a dismissal of Plaintiff's Complaint, together with the costs of suit.
10. Defendant denies that the Plaintiff is entitled to the relief sought in Paragraph 10 of the Complaint and demands a dismissal of Plaintiff's Complaint, together with the costs of suit.
11. Defendant denies that the Plaintiff is entitled to the relief sought in Paragraph 11 of the Complaint and demands a dismissal of Plaintiff's Complaint, together with the costs of suit.
12. Defendant denies that the Plaintiff is entitled to the relief sought in Paragraph 12 of the Complaint and demands a dismissal of Plaintiff's Complaint, together with the costs of suit.
13. Defendant denies that the Plaintiff is entitled to the relief sought in Paragraph 13 of the Complaint and demands a dismissal of Plaintiff's Complaint, together with the costs of suit.
14. Defendant repeats and reiterates its answers to all of the previous allegations of the Complaint with full force and effect as though more fully set forth herein at length.

COUNT TWO

15. Paragraph 15 asserts a contention of law and, as such, Defendant makes no response thereto. To the extent that Plaintiff(s) is asserting allegations of fact, same are denied and the Condominium Act speaks for itself.

16. Defendant admits the allegations contained in Paragraph 16 of this Count of the Complaint.

17. Defendant admits the allegations contained in Paragraph 17 of this Count of the Complaint.

18. Defendant denies the allegation contained in Paragraph 18 of this Count of the Complaint.

19. Defendant denies the allegation contained in Paragraph 19 of this Count of the Complaint.

20. Defendant denies that the Plaintiff is entitled to the relief sought in Paragraph 20 of the Complaint and demands a dismissal of Plaintiff's Complaint, together with the costs of suit.

21. Defendant denies that the Plaintiff is entitled to the relief sought in Paragraph 21 of the Complaint and demands a dismissal of Plaintiff's Complaint, together with the costs of suit.

22. Defendant denies that the Plaintiff is entitled to the relief sought in Paragraph 22 of the Complaint and demands a dismissal of Plaintiff's Complaint, together with the costs of suit.

FIRST SEPARATE DEFENSE

This Court lacks jurisdiction over the subject matter of this action and this party reserves the right to move for dismissal of the pleading.

SECOND SEPARATE DEFENSE

The affirmative pleading herein fails to state a claim upon which relief may be granted and this party reserves the right to move at or before the time of trial to dismiss same.

THIRD SEPARATE DEFENSE

The claimant has failed to issue process within the time required by law and this party is entitled to a dismissal of this action.

FOURTH SEPARATE DEFENSE

The affirmative pleading fails to state a claim upon which relief can be granted, this court lacks jurisdiction over the subject matter of this action, and the claimant is barred from recovery as a matter of law because the alleged claim was not made and perfected in the manner and within the time provided and required by the law, statute, regulation or contract upon which it is predicated.

FIFTH SEPARATE DEFENSE

The applicable law, rule, statute or regulation, including but not limited to, the Statute of Limitations, controlling or requiring the institution of suit within a certain period of time following its accrual, was not complied with by the Plaintiff(s) and, accordingly, the Plaintiff(s)' claim is barred as a matter of law.

SIXTH SEPARATE DEFENSE

The Defendant asserts that any and all actions were made in accordance with accepted professional standards.

SEVENTH SEPARATE DEFENSE

The Defendants assert that there was no deviation from accepted professional standards.

EIGHTH SEPARATE DEFENSE

The Defendant did not breach any contractual obligation or warranties, express, implied or arising by operation of law.

NINTH SEPARATE DEFENSE

At all times relevant to the within litigation, the Defendant complied with the applicable laws, regulations and standards.

TENTH SEPARATE DEFENSE

The claim is barred by the entire controversy doctrine and the mandatory counterclaim rule.

ELEVENTH SEPARATE DEFENSE

There has been an accord and satisfaction whereby this party is discharged from any liability.

TWELFTH SEPARATE DEFENSE

The claimant is guilty of laches.

THIRTEENTH SEPARATE DEFENSE

Plaintiff executed a valid binding release by which Plaintiff has released this party of liability and waived the basis on which Plaintiff sues; and, as such, Plaintiff's Complaint violates the conditions of the prior settlement agreement and release he entered into between himself and Fox Hills at Rockaway Condominium Association, Inc. signed by Plaintiff on April 18, 2018 and modified on July 3, 2018 for the Morris County Chancery Court matter bearing Docket No.: C-130-17 and should therefore be dismissed in its entirety.

FOURTEENTH SEPARATE DEFENSE

The Plaintiff's claims are barred as a matter of law because of the doctrine of Estoppel.

FIFTEENTH SEPARATE DEFENSE

The Defendant reserves the right to amend this Answer and to assert additional defenses.

DESIGNATION OF TRIAL COUNSEL

PLEASE TAKE NOTICE that, pursuant to Rule 4:25-4, JAMES PASSANTINO, ESQ., is hereby designated as Trial Counsel in the within matter.

DEMAND FOR STATEMENT OF DAMAGES

PLEASE TAKE NOTICE that, pursuant to Rule 4:5-2, the parties filing this Answer require that you, within five (5) days, furnish it with a Statement of Damages claimed.

DEMAND FOR TRIAL BY JURY

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

BIANCAMANO & DI STEFANO, P.C.
Attorneys for Defendant, *Fox Hills at Rockaway
Condominium Association, Inc.*

By: 

JAMES PASSANTINO, ESQ.

Dated: February 1, 2019

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 all interested attorneys within the time allowed by the Rules of Court, as extended.

BIANCAMANO & DI STEFANO, P.C.
Attorneys for Defendant, *Fox Hills at Rockaway
Condominium Association, Inc.*

By: 

JAMES PASSANTINO, ESQ.

Dated: February 1, 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.

BIANCAMANO & DI STEFANO, P.C.
Attorneys for Defendant, *Fox Hills at Rockaway*
Condominium Association, Inc.

By: 

JAMES PASSANTINO, ESQ.

Dated: February 1, 2019

Appendix XII-B1



CIVIL CASE INFORMATION STATEMENT (CIS)

Use for Initial Law Division
Civil Part pleadings (not motions) under *Rule 4:5-1*.
Pleading will be rejected for filing, under *Rule 1:5-6(c)*,
if information above the black bar is not completed or
if attorney's signature is not affixed.

FOR USE BY CLERK'S OFFICE ONLY

PAYMENT TYPE: ☐ CK ☐ CG ☐ CA

CHG/CK NO.:

AMOUNT:

OVERPAYMENT:

BATCH NUMBER:

ATTORNEY/PRO SE NAME
James Passantino, Esq.

TELEPHONE NUMBER
(732) 549-0220

COUNTY OF VENUE
Morris

FIRM NAME (if applicable)
Biancamano & DiStefano, LLC

DOCKET NUMBER (when available)
MRS-C-000102-18

OFFICE ADDRESS
**10 Parsonage Road, Suite 300
Edison, New Jersey 08837**

DOCUMENT TYPE
Answer

JURY DEMAND ☒ YES ☐ NO

NAME OF PARTY (e.g., John Doe, Plaintiff)
Fox Hills at Rockaway Condominium Association, Inc.

CAPTION
Paul Kardos v. Fox Hills at Rockaway Condominium Association, Inc.

CASE TYPE NUMBER
(See reverse side for listing)
699

IS THIS A PROFESSIONAL MALPRACTICE CASE? ☐ YES ☒ NO
IF YOU HAVE CHECKED "YES," SEE N.J.S.A. 2A:53A-27 AND APPLICABLE CASE LAW
REGARDING YOUR OBLIGATION TO FILE AN AFFIDAVIT OF MERIT.

RELATED CASES PENDING?
☐ YES ☒ NO

IF YES, LIST DOCKET NUMBERS

DO YOU ANTICIPATE ADDING
ANY PARTIES (arising out of same
transaction or occurrence)? ☐ YES ☒ NO

NAME OF DEFENDANT'S PRIMARY INSURANCE COMPANY, IF KNOWN
Travelers Insurance Company
☐ NONE ☐ UNKNOWN

THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE.

CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION

DO PARTIES HAVE A CURRENT,
PAST OR RECURRENT
RELATIONSHIP? ☒ YES ☐ NO

IF YES, IS THAT
RELATIONSHIP ☐ EMPLOYER-EMPLOYEE ☐ FRIEND/NEIGHBOR ☒ OTHER (explain)
☐ FAMILIAL ☐ BUSINESS **Resident/Prior Lit**

DOES THE STATUTE GOVERNING THIS CASE PROVIDE
FOR PAYMENT OF FEES BY THE LOSING PARTY? ☐ YES ☒ NO

USE THIS SPACE TO ALERT THE COURT TO ANY SPECIAL CASE CHARACTERISTICS THAT MAY WARRANT INDIVIDUAL MANAGEMENT OR
ACCELERATED DISPOSITION:

DO YOU OR YOUR CLIENT NEED ANY
DISABILITY ACCOMMODATIONS? ☐ YES ☒ NO

IF YES, PLEASE IDENTIFY THE
REQUESTED ACCOMMODATION:

WILL AN INTERPRETER BE NEEDED? ☐ YES ☒ NO

IF YES, FOR WHAT LANGUAGE:

I 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)*.

ATTORNEY SIGNATURE



CIVIL CASE INFORMATION STATEMENT (CIS)

Use for initial pleadings (not motions) under *Rule 4:5-1*

CASE TYPES (Choose one and enter number of case type in appropriate space on the reverse side.)

Track I — 150 days' discovery

- 151 NAME CHANGE
- 175 FORFEITURE
- 302 TENANCY
- 399 REAL PROPERTY (other than Tenancy, Contract, Condemnation, Complex Commercial or Construction)
- 502 BOOK ACCOUNT (debt collection matters only)
- 505 OTHER INSURANCE CLAIM (INCLUDING DECLARATORY JUDGMENT ACTIONS)
- 506 PIP COVERAGE
- 510 UM or UIM CLAIM (coverage issues only)
- 511 ACTION ON NEGOTIABLE INSTRUMENT
- 512 LEMON LAW
- 801 SUMMARY ACTION
- 802 OPEN PUBLIC RECORDS ACT (SUMMARY ACTION)
- 999 OTHER (briefly describe nature of action)

Track II — 300 days' discovery

- 305 CONSTRUCTION
- 509 EMPLOYMENT (other than CEPA or LAD)
- 599 CONTRACT/COMMERCIAL TRANSACTION
- 603 AUTO NEGLIGENCE - PERSONAL INJURY
- 605 PERSONAL INJURY
- 610 AUTO NEGLIGENCE - PROPERTY DAMAGE
- 621 UM or UIM Claim (includes bodily injury)
- 699 TORT - OTHER

Track III — 450 days' discovery

- 005 CIVIL RIGHTS
- 301 CONDEMNATION
- 602 ASSAULT AND BATTERY
- 604 MEDICAL MALPRACTICE
- 606 PRODUCT LIABILITY
- 607 PROFESSIONAL MALPRACTICE
- 608 TOXIC TORT
- 609 DEFAMATION
- 616 WHISTLEBLOWER/CONSCIENTIOUS EMPLOYEE PROTECTION ACT (CEPA) CASES
- 617 INVERSE CONDEMNATION
- 618 LAW AGAINST DISCRIMINATION (LAD) CASES

Track IV — Active Case Management by Individual Judge/450 days' discovery

- 156 ENVIRONMENTAL/ENVIRONMENTAL COVERAGE LITIGATION
- 303 MT. LAUREL
- 508 COMPLEX COMMERCIAL
- 513 COMPLEX CONSTRUCTION
- 514 INSURANCE FRAUD
- 620 FALSE CLAIMS ACT
- 701 ACTIONS IN LIEU OF PREROGATIVE WRITS

Centrally Managed Litigation (Track IV)

- 280 ZELNORM
- 285 STRYKER TRIDENT HIP IMPLANTS
- 288 PRUDENTIAL TORT LITIGATION

Mass Tort (Track IV)

- | | |
|---------------------------------------|--|
| 243 CIBA GEIGY | 281 BRISTOL-MYERS SQUIBB ENVIRONMENTAL |
| 266 HORMONE REPLACEMENT THERAPY (HRT) | 292 FOSAMAX |
| 271 ACCUTANE | 293 DIGITEK |
| 272 BEXTRA/CELEBREX | 284 NUVARING |
| 274 RISPERDAL/SEROQUEL/ZYPREXA | 286 LEVAQUIN |
| 275 ORTHO EVRA | 287 YAZ/YASMIN/OCELLA |
| 277 MAHWAH TOXIC DUMP SITE | 601 ASBESTOS |
| 278 ZOMETHA/AREZIA | 619 VIOXX |
| 279 GADOLINIUM | |

If you believe this case requires a track other than that provided above, please indicate the reason on Side 1, in the space under "Case Characteristics."

Please check off each applicable category:

☐ Verbal Threshold

☐ Putative Class Action

☐ Title 59