

May 21, 2019  
204 Cleveland Lane  
Rockaway, NJ 07866

Morris County Superior Court  
Chancery Division, General Equity Part  
Washington & Court Streets  
Morristown, NJ 07960

RE: Paul Kardos vs. Fox Hills at Rockaway Condominium Association, Inc.  
Docket No.: MRS-C-102-18  
Answer to Amended Counterclaim

Dear Madam or Sir:

I am the *pro se* plaintiff in the above matter. Enclosed is the original and one (1) copy of:

- Answer to Amended Counterclaim.

Please forward this to the Honorable Judge Berdote Byrne.

Thank you for your assistance.

Very truly yours,



Paul Kardos  
973-527-1433  
[PKardos1@yahoo.com](mailto:PKardos1@yahoo.com)

RECEIVED & FILED  
SUPERIOR COURT  
2019 MAY 21 P 2:39  
MORRIS COUNTY  
CIVIL DIVISION

Copy:

via email and first-class mail: Marc Edell, Esq., 107 Fawnridge Dr., Long Valley, NJ 07853  
via email only: George Karousatos, Esq., [g.karousatos@bdlawfirm.com](mailto:g.karousatos@bdlawfirm.com)

Paul Kardos  
204 Cleveland Lane, Monroe Bldg.  
Rockaway, NJ 07866  
973-527-1433 cell  
Plaintiff *Pro Se*

RECEIVED & FILED  
SUPERIOR COURT

2019 MAY 21 P 2:39

MORRIS COUNTY  
CIVIL DIVISION

<p>Paul Kardos</p> <p><i>Plaintiff</i></p> <p>v.</p> <p>Fox Hills at Rockaway Condominium Association, Inc.</p> <p><i>Defendant</i></p>	<p>Superior Court of New Jersey Chancery Division Morris County</p> <p>Docket No. MRS-C-102-18</p> <p>Civil Action</p> <p><i>ANSWER TO AMENDED COUNTERCLAIM of May 15, 2019</i></p>
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Plaintiff *pro se* Paul Kardos, residing at 204 Cleveland Lane, Township of Rockaway, County of Morris, State of New Jersey, by way of an Answer to Defendant's Amended Counterclaim, states:

1. The Plaintiff (Paul Kardos) admits the allegation set forth in paragraph 1 of the Amended Counterclaim.
2. The Plaintiff admits the allegation set forth in paragraph 2 of the Amended Counterclaim.
3. There appears to be a typing error in paragraph 3 of the Amended Counterclaim. If the words "agreed to amend the" are stricken from paragraph 3, then the Plaintiff admits the allegation set forth in paragraph 3 of the Amended Counterclaim.
4. The Plaintiff admits the allegation set forth in paragraph 4 of the Amended Counterclaim.
5. The Plaintiff admits the allegation set forth in paragraph 5 of the Amended Counterclaim.
6. If we change the first "and" to "of", then the Plaintiff admits the allegation set forth in paragraph 6 of the Amended Counterclaim.

7. The Plaintiff admits the allegation set forth in paragraph 7 of the Amended Counterclaim.
8. Due to attorney-client privilege, the Plaintiff neither admits nor denies the allegation set forth in paragraph 8 of the Amended Counterclaim.
9. The Plaintiff admits the allegation set forth in paragraph 9 of the Amended Counterclaim.
10. The Plaintiff admits the allegation set forth in paragraph 10 of the Amended Counterclaim.
11. The Plaintiff admits part of the allegation set forth in paragraph 11 of the Amended Counterclaim and denies part of this allegation.
12. Although there are minor differences between the text of paragraph 12 and the actual emails, the Plaintiff admits the essence of the allegation set forth in paragraph 12 of the Amended Counterclaim.
13. The Plaintiff admits part of the allegation set forth in paragraph 13 of the Amended Counterclaim and denies part of this allegation.
14. The Plaintiff admits the allegation set forth in paragraph 14 of the Amended Counterclaim.
15. The Plaintiff denies the allegation set forth in paragraph 15 of the Amended Counterclaim.
16. The Plaintiff denies the allegation set forth in paragraph 16 of the Amended Counterclaim.
17. The Plaintiff denies the allegation set forth in paragraph 17 of the Amended Counterclaim.
18. The Plaintiff denies the allegation set forth in paragraph 18 of the Amended Counterclaim.
19. The Plaintiff denies the allegation set forth in paragraph 19 of the Amended Counterclaim.
20. The Plaintiff denies the allegation set forth in paragraph 20 of the Amended Counterclaim.
21. The Plaintiff denies the allegation set forth in paragraph 21 of the Amended Counterclaim.
22. The Plaintiff denies the allegation set forth in paragraph 22 of the Amended Counterclaim.



### FIRST AFFIRMATIVE DEFENSE

The Amended Counterclaim fails to state a claim upon which relief may be granted and the Plaintiff reserves the right to move at or before the time of trial to dismiss same.

### SECOND AFFIRMATIVE DEFENSE

Paragraph 5 of The *Settlement and Release Agreement* states, "The Agreement does not release: ... (2) any future disputes between Owner and the Association with respect to their condominium/owner relationship." The dispute over freedom of speech is such a dispute.

### THIRD AFFIRMATIVE DEFENSE

The *Settlement and Release Agreement* is incompatible with the laws and public policy of the State of New Jersey and is unenforceable.

### FORTH AFFIRMATIVE DEFENSE

Estoppel by record.

### FIFTH AFFIRMATIVE DEFENSE

All statements I, the plaintiff, made are true.

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.

May 21, 2019  
Date:

Paul Kardos

By Paul Kardos

Paul Kardos.  
204 Cleveland Lane, Monroe Bldg.  
Rockaway, NJ 07866  
973-527-1433  
Plaintiff *pro ce*

<p>Paul Kardos</p> <p><i>Plaintiff</i></p> <p>v.</p> <p>Fox Hills at Rockaway Condominium Association, Inc.</p> <p><i>Defendant</i></p>	<p>Superior Court of New Jersey Chancery Division Morris County</p> <p>Docket No. MRS-C-102-18</p> <p>Civil Action</p> <p><i>SERVICE</i></p>
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I, Paul Kardos, certify and state that on the date of this Service document:

1. I delivered the original and one copy of the *Answer To Amended Counterclaim* dated May 21, 2019, to the Clerk, Superior Court of New Jersey - Morris County, Washington and Court Streets, Morristown, New Jersey 07963.

2. I mailed a copy of the above-mentioned document to:

Marc Z. Edell, Esq.  
107 Fawnridge Drive  
Long Valley, New Jersey 07853

2. I emailed a copy of the above-mentioned document to: [g.karousatos@bdlawfirm.com](mailto:g.karousatos@bdlawfirm.com) and [medell@edell-law.net](mailto:medell@edell-law.net).

I certify that the statements made by me are true. I am aware that should any of these statements prove to be willfully false I am subject to punishment.

*May 21, 2019*

*Paul Kardos*

Date:

Paul Kardos.