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*NJ & PA BARS
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+CERTIFIED BY THE SUPREME COURT
OF NEW JERSEY AS A WORKERS'
COMPENSATION LAW ATTORNEY
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COURT OF NEW JERSEY AS A CIVIL
TRIAL ATTORNEY

OF COUNSEL
ANTHONY C. FAMULARI (RETIRED)

February 12, 2019

Via New Jersey Lawyers Service

Clerk, Chancery Division
Morris County Superior Court
General Equity
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 GJK

Dear Sir/Madam:

Please find enclosed an original and one (1) copy of an First Amended Answer to Complaint with Counterclaim 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 the fee to our Account No. 140458.**

Thank you.

Very truly yours,



George Karousatos
g.karousatos@bdlawfirm.com

GK/caz

Enclosures

cc: Paul Kardos, Pro se' – VIA Certified Mail, RRR and regular first class mail

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

Our File No. 20016-02739

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

The Defendant/Counterclaimant, *Fox Hills at Rockaway Condominium Association, Inc.*, by way of Amended 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.

COUNTERCLAIM

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

1. Plaintiff, Paul Kardos, entered into a Settlement Agreement and Release with Defendant/Counterclaimant, *Fox Hills at Rockaway Condominium Association, Inc.*

2. In consideration for entering into this Settlement and Release Agreement, the Plaintiff and Defendant/Counterclaimant “unconditionally and irrevocably, remise, release, forever discharge and covenant not to sue one another. . . 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.”

3. The Settlement and Release Agreement reached between the parties provides that the Agreement shall be construed as a whole according to its fair meaning and as if the parties jointly prepared it. Furthermore, it states that any uncertainty or ambiguity in the Agreement shall not be strictly interpreted or construed against any Party.

4. By filing the within lawsuit, the plaintiff, Paul Kardos, has breached the Settlement and Release Agreement, including, but not limited to, the terms and conditions of the Settlement and Release Agreement set forth in this Counterclaim.

5. By preparing the flyer that is attached to plaintiff's Complaint as Exhibit B, and by distributing that flyer and making it public record as an attachment to the Complaint, the plaintiff has breached the Settlement and Release Agreement, including, but not limited to, the terms and conditions of the Settlement and Release Agreement as set forth in this Counterclaim.

6. 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 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, **GEORGE KAROUSATOS, 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/counterclaimant, *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/Counterclaimant, *Fox Hills at Rockaway Condominium Association, Inc.*

By: _____


GEORGE KAROUSATOS, ESQ.


Dated: February 11, 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/Counterclaimant, *Fox Hills at Rockaway Condominium Association, Inc.*

Dated: February 11, 2019

By: 

GEORGE KAROUSATOS, ESQ.

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.



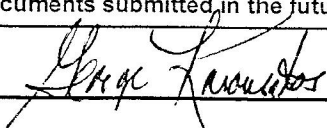
BIANCAMANO & DI STEFANO, P.C.
Attorneys for Defendant/Counterclaimant, *Fox Hills at Rockaway Condominium Association, Inc.*

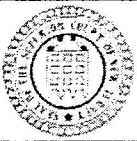
Dated: February 11, 2019

By: 

GEORGE KAROUSATOS, ESQ.

Appendix XII-B1

	CIVIL CASE INFORMATION STATEMENT (CIS)		FOR USE BY CLERK'S OFFICE ONLY	
	Use for initial Law Division Civil Part pleadings (not motions) under <i>Rule 4:5-1</i> Pleading will be rejected for filing, under <i>Rule 1:5-6(c)</i>, if information above the black bar is not completed or attorney's signature is not affixed		PAYMENT TYPE: <input type="checkbox"/> CK <input type="checkbox"/> CG <input type="checkbox"/> CA CHG/CK NO. _____ AMOUNT: _____ OVERPAYMENT: _____ BATCH NUMBER: _____	
	ATTORNEY / PRO SE NAME George Karousatos, Esq.		TELEPHONE NUMBER (732) 549-0220	
	COUNTY OF VENUE Morris		DOCKET NUMBER (when available) MRS-C-000102-18	
	FIRM NAME (if applicable) Biancamano & Di Stefano, P.C.		DOCUMENT TYPE 1st Am Answer & Counterclaim	
OFFICE ADDRESS 10 Parsonage Road, Suite 300 Edison, NJ 08837			JURY DEMAND <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
NAME OF PARTY (e.g., John Doe, Plaintiff) Fox Hills at Rockaway Condominium Association, Inc., Defendant		CAPTION Paul Kardos v. Fox Hills at Rockaway Condominium Association, Inc.		
CASE TYPE NUMBER (See reverse side for listing) 599	HURRICANE SANDY RELATED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	IS THIS A PROFESSIONAL MALPRACTICE CASE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO IF YOU HAVE CHECKED "YES," SEE N.J.S.A. 2A:53 A -27 AND APPLICABLE CASE LAW REGARDING YOUR OBLIGATION TO FILE AN AFFIDAVIT OF MERIT. IF YES, LIST DOCKET NUMBERS		
RELATED CASES PENDING? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO				
DO YOU ANTICIPATE ADDING ANY PARTIES (arising out of same transaction or occurrence)? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		NAME OF DEFENDANT'S PRIMARY INSURANCE COMPANY (if known) Travelers <input type="checkbox"/> NONE <input type="checkbox"/> 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? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		IF YES, IS THAT RELATIONSHIP: <input type="checkbox"/> EMPLOYER/EMPLOYEE <input type="checkbox"/> FRIEND/NEIGHBOR <input type="checkbox"/> OTHER (explain) <input type="checkbox"/> FAMILIAL <input checked="" type="checkbox"/> BUSINESS		
DOES THE STATUTE GOVERNING THIS CASE PROVIDE FOR PAYMENT OF FEES BY THE LOSING PARTY? <input type="checkbox"/> YES <input type="checkbox"/> 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? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		IF YES, PLEASE IDENTIFY THE REQUESTED ACCOMMODATION		
WILL AN INTERPRETER BE NEEDED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> 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 <i>Rule 1:38-7(b)</i> .				
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
- 603N AUTO NEGLIGENCE – PERSONAL INJURY (non-verbal threshold)
- 603Y AUTO NEGLIGENCE – PERSONAL INJURY (verbal threshold)
- 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

Multicounty Litigation (Track IV)

- | | |
|-----------------------------------------|-----------------------------------------------------------|
| 271 ACCUTANE/ISOTRETINOIN | 296 STRYKER REJUVENATE/ABG II MODULAR HIP STEM COMPONENTS |
| 274 RISPERDAL/SEROQUEL/ZYPREXA | 297 MIRENA CONTRACEPTIVE DEVICE |
| 281 BRISTOL-MYERS SQUIBB ENVIRONMENTAL | 299 OLMESARTAN MEDOXOMIL MEDICATIONS/BENICAR |
| 282 FOSAMAX | 300 TALC-BASED BODY POWDERS |
| 285 STRYKER TRIDENT HIP IMPLANTS | 601 ASBESTOS |
| 286 LEVAQUIN | 623 PROPECIA |
| 287 YAZ/YASMIN/OCELLA | 624 STRYKER LFIT CoCr V40 FEMORAL HEADS |
| 289 REGLAN | 625 FIREFIGHTER HEARING LOSS LITIGATION |
| 291 PELVIC MESH/GYNECARE | 626 ABILIFY |
| 292 PELVIC MESH/BARD | 627 PHYSIOMESH FLEXIBLE COMPOSITE MESH |
| 293 DEPUY ASR HIP IMPLANT LITIGATION | 628 TAXOTERE/DOCETAXEL |
| 295 ALLODERM REGENERATIVE TISSUE MATRIX | 629 ZOSTAVAX |

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 ☐ Putative Class Action ☐ Title 59