

February 21, 2019
204 Cleveland Lane
Rockaway, NJ 07866

RECEIVED
SUPERIOR COURT
OF NEW JERSEY

FEB 21 2019

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 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 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

Copy (via email and first-class mail):

George Karousatos, Esq., Attorney for Defendant (g.karousatos@bdlawfirm.com)

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SUPERIOR COURT
OF NEW JERSEY

FEB 21 2019

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

Paul Kardos <i>Plaintiff</i> v. Fox Hills at Rockaway Condominium Association, Inc. <i>Defendant</i>	Superior Court of New Jersey Chancery Division Morris County Docket No. MRS-C-102-18 Civil Action <i>ANSWER TO COUNTERCLAIM</i>
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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 Counterclaim, states as follows:

1. The Plaintiff (Paul Kardos) admits the allegation set forth in paragraph 1 of the Counterclaim.
2. The Plaintiff admits the allegation set forth in paragraph 2 of the Counterclaim.
3. The Plaintiff admits the allegation set forth in paragraph 3 of the Counterclaim.
4. The Plaintiff denies the allegation set forth in paragraph 4 of the Counterclaim.
5. The Plaintiff denies the allegation set forth in paragraph 5 of the Counterclaim.
6. The Plaintiff denies the allegation set forth in paragraph 6 of the Counterclaim.

FIRST AFFIRMATIVE DEFENSE

The 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.

CERTIFICATION OF FILING AND SERVICE

The undersigned hereby certifies that a copy of this pleading was served and filed within the time permitted by the court rules.

Dated: Feb. 21, 2019

Signature Paul Kardos

Paul Kardos

CERTIFICATION OF IDENTIFIERS

I certify that confidential 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: Feb. 21, 2019

Signature Paul Kardos

Paul Kardos

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

Paul Kardos <i>Plaintiff</i> v. Fox Hills at Rockaway Condominium Association, Inc. <i>Defendant</i>	Superior Court of New Jersey Chancery Division Morris County Docket No. MRS-C-102-18 Civil Action CERTIFICATION OF SERVICE
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I hereby certify that on February 21, 2019, I hand delivered an original and one copy of the following documents to the Clerk, Superior Court of New Jersey, Morris County, Washington and Court Streets, Morristown, New Jersey 07860, mailed one copy to George Karousatos, Esq. at Biancamano & DiStefano, 10 Parsonage Road, Suite 300, Edison, NJ 08837, and emailed a pdf scan of the documents to g.karousatos@bdlawfirm.com.

- Cover letter
- Answer to Counterclaim

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

Dated: February 21, 2019


Paul Kardos
Plaintiff *pro se*