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Attorneys for Defendant, Planning Board of the Township of Teaneck

MICHAEL AKERMAN, GEORGINA B. ASANTE, YAW ASANTE, DANIEL BELLIN, RENA DONIN SCHLUSSEL, YARON HIRSCHKORN, RACHEL KAYE, ASHIRA LOIKE, ALAN RUBENSTEIN, DAVID SCHLUSSEL, MARC SCHLUSSEL, AND SHORANA SCHLUSSEL,

Plaintiffs,

v.

TOWNSHIP OF TEANECK AND TOWNSHIP OF TEANECK PLANNING BOARD,

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: BERGEN COUNTY
DOCKET NO. BER-L-2234-22

Civil Action

ANSWER AND AFFIRMATIVE DEFENSES

Defendant, Township of Teaneck and Township of Teaneck Planning Board (hereinafter “Planning Board”), a municipal entity of the County of Bergen, State of New Jersey, doing business at, New Jersey, by their attorneys, by way of Answer to Plaintiff’s Verified Complaint, responds as follows:

NATURE OF THE ACTION

1. Defendant is without sufficient knowledge or information to form

a belief regarding the nature of plaintiffs' action and leaves plaintiffs to their proofs.

2. Defendant neither admits nor denies the allegations regarding the legal effect or meaning of Ordinance 9-2022 but relies upon the content the Ordinance, which speaks for itself. Defendant lacks sufficient knowledge or information to form a belief regarding ownership and/or control of the real property identified in paragraph 2 and leaves plaintiffs to their proofs.

3. Defendant lacks sufficient knowledge or information to form a belief regarding ownership and/or control of the real property referenced in paragraph 3 and leaves plaintiffs to their proofs.

4. With regard to the allegations contained in paragraph 4 of the complaint, Plaintiffs summarize the various causes of action in the complaint and make no specific allegation against this Defendant and as such, this Defendant leaves plaintiffs to their proofs as to the allegations in paragraph 4. To the extent the allegations imply any sort of violation of law, administrative code, regulation or ordinance or any procedural defect or wrongdoing on the part of this Defendant, the remaining allegations set forth in paragraph 4 are denied.

5. The allegations set forth in paragraph 5 are denied.

6. With regard to the allegations contained in paragraph 6 of the complaint, Plaintiffs summarize the various causes of action in the complaint and make no specific allegation against this Defendant and as such, this

Defendant leaves plaintiffs to their proofs as to the allegations in paragraph 6. To the extent the allegations imply any sort of violation of law, administrative code, regulation or ordinance or any procedural defect or wrongdoing on the part of this Defendant, the remaining allegations set forth in paragraph 6 are denied.

7. With regard to the allegations contained in paragraph 7 of the complaint, Plaintiffs summarize the various causes of action in the complaint and make no specific allegation against this Defendant and as such, this Defendant leaves plaintiffs to their proofs as to the allegations in paragraph 7. To the extent the allegations imply any sort of violation of law, administrative code, regulation or ordinance, procedural defect, arbitrary and capricious conduct or wrongdoing on the part of this Defendant, the remaining allegations set forth in paragraph 7 are denied.

8. With regard to the allegations contained in paragraph 8 of the complaint, Plaintiffs assert a legal argument and make no specific allegation against this Defendant and as such, this Defendant leaves plaintiffs to their proofs as to the allegations in paragraph 8 and the court for adjudication. Defendant reserves the right to assert legal arguments as to the merits of this issue.

THE PARTIES

9. It is admitted that the Township of Teaneck is a municipal corporation of the State of New Jersey with offices at the location identified in paragraph 9 and that members of the Township Council, the Mayor, Deputy Mayors

and Township Manager are officials of the municipality. The remaining allegations set forth in paragraph 9 are denied.

10. It is admitted that the Township of Teaneck Planning Board is a is a duly and properly organized Planning Board of the Township of Teaneck in accordance with the New Jersey Municipal Land Use Law and Township Ordinances. The remaining allegations set forth in paragraph 10 are denied.

11. Defendant lacks sufficient knowledge or information to form a belief regarding the allegations set forth in paragraph 11 and leaves plaintiffs to their proofs.

12. Defendant lacks sufficient knowledge or information to form a belief regarding the allegations set forth in paragraph 12 and leaves plaintiffs to their proofs.

13. Defendant lacks sufficient knowledge or information to form a belief regarding the allegations set forth in paragraph 13 and leaves plaintiffs to their proofs.

14. Defendant lacks sufficient knowledge or information to form a belief regarding the allegations set forth in paragraph 14 and leaves plaintiffs to their proofs.

15. Defendant lacks sufficient knowledge or information to form a belief regarding the allegations set forth in paragraph 15 and leaves plaintiffs to their proofs.

16. Defendant lacks sufficient knowledge or information to form a belief regarding the allegations set forth in paragraph 16 and leaves

plaintiffs to their proofs.

17. Defendant lacks sufficient knowledge or information to form a belief regarding the allegations set forth in paragraph 17 and leaves plaintiffs to their proofs.

RELEVANT FACTS

18. With regard to the allegations contained in paragraph 18 of the complaint, Plaintiffs make no specific allegation against this Defendant and Defendant lacks sufficient knowledge or information to form a belief regarding the allegations set forth in paragraph 18 and leaves plaintiffs to their proofs.

19. With regard to the allegations contained in paragraph 19 of the complaint, Plaintiffs make no specific allegation against this Defendant and Defendant lacks sufficient knowledge or information to form a belief regarding the allegations set forth in paragraph 19 and leaves plaintiffs to their proofs.

20. With regard to the allegations contained in paragraph 20 of the complaint, Plaintiffs make no specific allegation against this Defendant and Defendant lacks sufficient knowledge or information to form a belief regarding the allegations set forth in paragraph 20 and leaves plaintiffs to their proofs. To the extent the allegations imply any sort of violation of law, administrative code, regulation or ordinance, procedural defect, arbitrary and capricious conduct or wrongdoing on the part of this Defendant, the remaining allegations set forth in paragraph 20 are denied.

21. With regard to the allegations contained in paragraph 21 of the complaint, Plaintiffs make no specific allegation against this Defendant and Defendant lacks sufficient knowledge or information to form a belief regarding the allegations set forth in paragraph 21 and leaves plaintiffs to their proofs. To the extent the allegations imply any sort of violation of law, administrative code, regulation or ordinance, procedural defect, arbitrary and capricious conduct or wrongdoing on the part of this Defendant, the remaining allegations set forth in paragraph 21 are denied.

22. With regard to the allegations contained in paragraph 22 of the complaint, make no specific allegation against this Defendant and Defendant lacks sufficient knowledge or information to form a belief regarding the allegations set forth in paragraph 22 and leaves plaintiffs to their proofs.

23. With regard to the allegations contained in paragraph 23 of the complaint, the allegations set forth in paragraph 23 are denied.

24. With regard to the allegations contained in paragraph 24 of the complaint, make no specific allegation against this Defendant and Defendant lacks sufficient knowledge or information to form a belief regarding the allegations set forth in paragraph 24 and leaves plaintiffs to their proofs. To the extent the allegations imply any sort of violation of law, administrative code, regulation or ordinance, procedural defect, arbitrary and capricious conduct or wrongdoing on the part of this Defendant, the remaining allegations set forth in paragraph 24 are denied.

25. With regard to the allegations contained in paragraph 25 of the complaint, make no specific allegation against this Defendant and Defendant lacks sufficient knowledge or information to form a belief regarding the allegations set forth in paragraph 25 and leaves plaintiffs to their proofs. To the extent the allegations imply any sort of violation of law, administrative code, regulation or ordinance, procedural defect, arbitrary and capricious conduct or wrongdoing on the part of this Defendant, the remaining allegations set forth in paragraph 25 are denied.

26. With regard to the allegations contained in paragraph 26 of the complaint, make no specific allegation against this Defendant and Defendant lacks sufficient knowledge or information to form a belief regarding the allegations set forth in paragraph 26 and leaves plaintiffs to their proofs. To the extent the allegations imply any sort of violation of law, administrative code, regulation or ordinance, procedural defect, arbitrary and capricious conduct or wrongdoing on the part of this Defendant, the remaining allegations set forth in paragraph 26 are denied.

27. With regard to the allegations contained in paragraph 27 of the complaint, make no specific allegation against this Defendant and Defendant lacks sufficient knowledge or information to form a belief regarding the allegations set forth in paragraph 27 and leaves plaintiffs to their proofs. To the extent the allegations imply any sort of violation of law, administrative code, regulation or ordinance, procedural defect, arbitrary and

capricious conduct or wrongdoing on the part of this Defendant, the remaining allegations set forth in paragraph 27 are denied.

28. With regard to the allegations contained in paragraphs 28 - 38 of the complaint, make no specific allegation against this Defendant and Defendant lacks sufficient knowledge or information to form a belief regarding the allegations set forth in paragraphs 28-38 and leaves plaintiffs to their proofs. To the extent the allegations imply any sort of violation of law, administrative code, regulation or ordinance, procedural defect, arbitrary and capricious conduct or wrongdoing on the part of this Defendant, the remaining allegations set forth in paragraph 28-38 are denied.

29. With regard to the allegations contained in paragraph 39 of the complaint, the allegations set forth in paragraph 39 are denied.

30. With regard to the allegations contained in paragraphs 40-46 of the complaint, make no specific allegation against this Defendant and Defendant lacks sufficient knowledge or information to form a belief regarding the allegations set forth in paragraphs 40 -46 and leaves plaintiffs to their proofs. To the extent the allegations imply any sort of violation of law, administrative code, regulation or ordinance, procedural defect, arbitrary and capricious conduct or wrongdoing on the part of this Defendant, the remaining allegations set forth in paragraphs 40 -46 are denied.

31. With regard to the allegations contained in paragraph 47, Defendant admits Township Resolution Number 159-2020 was adopted by the Township Governing Body and speaks for itself. This Defendant denies the

remaining allegations contained in paragraph 47.

32. With regard to the allegations contained in paragraph 48 of the complaint, make no specific allegation against this Defendant and Defendant lacks sufficient knowledge or information to form a belief regarding the allegations set forth in paragraph 48 and leaves plaintiffs to their proofs. To the extent the allegations imply any sort of violation of law, administrative code, regulation or ordinance, procedural defect, arbitrary and capricious conduct or wrongdoing on the part of this Defendant, the remaining allegations set forth in paragraph 48 are denied.

33. With regard to the allegations contained in paragraph 49, Defendant admits Township Resolution Number 160-2020 was adopted by the Township Governing Body and speaks for itself. This Defendant denies the remaining allegations contained in paragraph 49.

34. With regard to the allegations contained in paragraphs 50-52 of the complaint, make no specific allegation against this Defendant and Defendant lacks sufficient knowledge or information to form a belief regarding the allegations set forth in paragraphs 50-52 and leaves plaintiffs to their proofs. To the extent the allegations imply any sort of violation of law, administrative code, regulation or ordinance, procedural defect, arbitrary and capricious conduct or wrongdoing on the part of this Defendant, the remaining allegations set forth in paragraphs 50-52 are denied.

35. With regard to the allegations contained in paragraph 53 of the complaint, make no specific allegation against this Defendant admits that

Township Special Emergency Directive No. 03-2020 was adopted by the Township Governing Body and speaks for itself.

36. With regard to the allegations contained in paragraphs 54-56 of the complaint, make no specific allegation against this Defendant Township Special Emergency Directive No. 03-2020 was adopted by the Township Governing Body and speaks for itself.

37. With regard to the allegations contained in paragraph 57 of the complaint, make no specific allegation against this Defendant and Defendant lacks sufficient knowledge or information to form a belief regarding the allegations set forth in paragraph 57 and leaves plaintiffs to their proofs. To the extent the allegations imply any sort of violation of law, administrative code, regulation or ordinance, procedural defect, arbitrary and capricious conduct or wrongdoing on the part of this Defendant, the remaining allegations set forth in paragraph 57 are denied.

38. With regard to the allegations contained in paragraph 58 of the complaint, this defendant admits that the Board's traffic engineer testified as described in paragraph 58, but the testimony at the hearing was also as to other issues related to traffic and parking. The engineer's testimony is not solely limited to the statement described in paragraph 58 and speaks for itself.

39. With regard to the allegations contained in paragraph 59, this defendant admits that Mr. Schwartz participated as a Board member at the March 10, 2022 meeting of the Teaneck Planning Board. The remaining allegations set forth in paragraph 59 are denied.

40. With regard to the allegations contained in paragraphs 60-70 of the complaint, make no specific allegation against this Defendant and Defendant lacks sufficient knowledge or information to form a belief regarding the allegations set forth in paragraphs 60-70 and leaves plaintiffs to their proofs. To the extent the allegations imply any sort of violation of law, administrative code, regulation or ordinance, procedural defect, arbitrary and capricious conduct or wrongdoing on the part of this Defendant, the remaining allegations set forth in paragraphs 60-70 are denied.

41. With regard to the allegations contained in paragraphs 71 of the complaint, make no specific allegation against this Defendant and constitutes legal argument and Defendant leaves this issue to the court for determination. To the extent the allegations imply any sort of violation of law, administrative code, regulation or ordinance, procedural defect, arbitrary and capricious conduct or wrongdoing on the part of this Defendant, the remaining allegations set forth in paragraph 71 are denied.

42. With regard to the allegations contained in paragraphs 72-74 of the complaint, the allegations set forth in paragraphs 72-74 are denied.

43. With regard to the allegations contained in paragraph 75 of the complaint, make no specific allegation against this Defendant and Defendant lacks sufficient knowledge or information to form a belief regarding the allegations set forth in paragraph 75 and leaves plaintiffs to their proofs. To the extent the allegations imply any sort of violation of law, administrative code, regulation or ordinance, procedural defect, arbitrary and

capricious conduct or wrongdoing on the part of this Defendant, the remaining allegations set forth in paragraph 75 are denied.

44. With regard to the allegations contained in paragraph 76 of the complaint, this Defendant admits Kenneth Croonquist is the Board's class II member and the remainder of allegations contained in paragraph 76 are denied.

45. With regard to the allegations contained in paragraph 77 of the complaint, this Defendant admits members Schwartz and Croonquist can affirmative votes at the meeting. The remainder of allegations contained in paragraph 77 are denied.

46. With regard to the allegations contained in paragraphs 78-79 of the complaint, make no specific allegation against this Defendant and Defendant lacks sufficient knowledge or information to form a belief regarding the allegations set forth in paragraphs 78-79 and leaves plaintiffs to their proofs. To the extent the allegations imply any sort of violation of law, administrative code, regulation or ordinance, procedural defect, arbitrary and capricious conduct or wrongdoing on the part of this Defendant, the remaining allegations set forth in paragraphs 78-79 are denied.

47. With regard to the allegations contained in paragraph 80-81 of the complaint, the allegations set forth in paragraph 80-81 are denied.

48. With regard to the allegations contained in paragraphs 82 of the complaint, admits that Plaintiff interposed an objection at the meeting which is part of the record and speaks for itself. The remaining allegations set forth in paragraphs 82 are denied.

49. With regard to the allegations contained in paragraph 83-86 of the complaint, the allegations set forth in paragraph 83-86 are denied.

50. With regard to the allegations contained in paragraph 87 of the complaint, this Defendant admits members Schwartz and Croonquist can affirmative votes at the meeting. The reminder of allegations contained in paragraph 87 are denied.

51. With regard to the allegations contained in paragraph 88 of the complaint, this Defendant admits that Ordinance 9-2022 was referred to the Planning Board for comment in accordance with the Municipal Land Use Law and the Board issued a report to the Township Governing Body in accordance with the Municipal Land Use Law. The report speaks for itself. The remaining allegations contained in paragraph 88 are denied.

52. With regard to the allegations contained in paragraphs 89-91 of the complaint, this Defendant admits that Ordinance 9-2022 was referred to the Planning Board for comment in accordance with the Municipal Land Use Law and the Board issued a report to the Township Governing Body in accordance with the Municipal Land Use Law. The report speaks for itself. The remaining allegations contained in paragraphs 89-91 are denied.

53. With regard to the allegations contained in paragraphs 92-97 of the complaint, make no specific allegation against this Defendant and Defendant lacks sufficient knowledge or information to form a belief regarding the allegations set forth in paragraphs 92-97 and leaves plaintiffs to their proofs. To the extent the allegations imply any sort of violation of law,

administrative code, regulation or ordinance, procedural defect, arbitrary and capricious conduct or wrongdoing on the part of this Defendant, the remaining allegations set forth in paragraphs 92-97 are denied.

54. With regard to the allegations contained in paragraph 98 of the complaint, the allegations set forth in paragraph 98 are denied.

55. With regard to the allegations contained in paragraphs 99-106 of the complaint, make no specific allegation against this Defendant and Defendant lacks sufficient knowledge or information to form a belief regarding the allegations set forth in paragraphs 99-106 and leaves plaintiffs to their proofs. To the extent the allegations imply any sort of violation of law, administrative code, regulation or ordinance, procedural defect, arbitrary and capricious conduct or wrongdoing on the part of this Defendant, the remaining allegations set forth in paragraphs 99-106 are denied.

WHEREFORE, Defendant, Township of Teaneck Planning Board, demands judgment dismissing the Complaint in its entirety, together with attorney's fees, costs of suit, and disbursements of this action, and such other relief as the Court may grant.

FIRST COUNT

56. This Defendant repeats and reiterates each of the foregoing responses to allegations made in each of the foregoing counts of Plaintiffs' complaint as if set forth at length here.

57. This Defendant denies the allegations set forth in paragraph 108 of the First Count of Plaintiffs' complaint.

58. This Defendant denies the allegations set forth in paragraph 109 of

the First Count of Plaintiffs' complaint.

59. This Defendant denies the allegations set forth in paragraph 110 of the First Count of Plaintiffs' complaint.

60. This Defendant denies the allegations set forth in paragraph 111 of the First Count of Plaintiffs' complaint.

61. This Defendant denies the allegations set forth in paragraph 112 of the First Count of Plaintiffs' complaint.

62. This Defendant denies the allegations set forth in paragraph 113 of the First Count of Plaintiffs' complaint.

63. This Defendant denies the allegations set forth in paragraph 114 of the First Count of Plaintiffs' complaint.

64. This Defendant denies the allegations set forth in paragraph 115 of the First Count of Plaintiffs' complaint.

65. This Defendant denies the allegations set forth in paragraph 116 of the First Count of Plaintiffs' complaint.

66. This Defendant denies the allegations set forth in paragraph 117 of the First Count of Plaintiffs' complaint.

67. This Defendant denies the allegations set forth in paragraph 118 of the First Count of Plaintiffs' complaint.

68. This Defendant denies the allegations set forth in paragraph 119 of the First Count of Plaintiffs' complaint.

69. This Defendant denies the allegations set forth in paragraph 120 of the First Count of Plaintiffs' complaint.

70. This Defendant denies the allegations set forth in paragraph 121 of the First Count of Plaintiffs' complaint.

WHEREFORE, Defendant, Township of Teaneck Planning Board, demands judgment dismissing the Complaint in its entirety, together with attorney's fees, costs of suit, and disbursements of this action, and such other relief as the Court may grant.

SECOND COUNT

71. Defendant repeats and reiterates each and every response set forth above, as if set forth at length herein.

72. With regard to the allegations contained in paragraphs 122-143 of the complaint, make no specific allegation against this Defendant. To the extent the allegations are made against this Defendant, this Defendant denies the allegations contained in paragraphs 122-143.

WHEREFORE, Defendant, Township of Teaneck Planning Board, demands judgment dismissing the Complaint in its entirety, together with attorney's fees, costs of suit, and disbursements of this action, and such other relief as the Court may grant.

THIRD COUNT

73. Defendant repeats and reiterates each and every response set forth above, as if set forth at length herein.

74. With regard to the allegations contained in paragraphs 144-147 of the complaint, make no specific allegation against this Defendant. To the extent the allegations are made against this Defendant, this Defendant denies the allegations contained in paragraphs 144-147.

WHEREFORE, Defendant, Township of Teaneck Planning Board, demands judgment dismissing the Complaint in its entirety, together with attorney's fees, costs of suit, and disbursements of this action, and such other relief as the Court may grant.

FOURTH COUNT

75. Defendant repeats and reiterates each and every response set forth above, as if set forth at length herein.

76. With regard to the allegations contained in paragraphs 148-153 of the complaint, make no specific allegation against this Defendant. To the extent the allegations are made against this Defendant, this Defendant denies the allegations contained in paragraphs 148-152.

WHEREFORE, Defendant, Township of Teaneck Planning Board, demands judgment dismissing the Complaint in its entirety, together with attorney's fees, costs of suit, and disbursements of this action, and such other relief as the Court may grant.

FIFTH COUNT

77. Defendant repeats and reiterates each and every response set forth above, as if set forth at length herein.

78. With regard to the allegations contained in paragraphs 153-155 of the complaint, make no specific allegation against this Defendant. To the extent the allegations are made against this Defendant, this Defendant denies the allegations contained in paragraphs 153-155.

WHEREFORE, Defendant, Township of Teaneck Planning Board, demands judgment dismissing the Complaint in its entirety, together with attorney's fees, costs of suit, and disbursements of this action, and such other relief as the Court may grant.

SIXTH COUNT

79. Defendant repeats and reiterates each and every response set forth above, as if set forth at length herein.

80. With regard to the allegations contained in paragraphs 156-161 of the complaint, make no specific allegation against this Defendant. To the extent the allegations are made against this Defendant, this Defendant denies the allegations contained in paragraphs 156-161.

WHEREFORE, Defendant, Township of Teaneck Planning Board, demands judgment dismissing the Complaint in its entirety, together with attorney's fees, costs of suit, and disbursements of this action, and such other relief as the Court may grant.

SEVENTH COUNT

81. Defendant repeats and reiterates each and every response set forth above, as if set forth at length herein.

82. This defendant denies the allegations contained 162-184 of Plaintiffs' complaint paragraphs 163-184.

WHEREFORE, Defendant, Township of Teaneck Planning Board, demands judgment dismissing the Complaint in its entirety, together with attorney's fees, costs of suit, and disbursements of this action, and such other relief as the Court may grant.

EIGHTH COUNT

83. Defendant repeats and reiterates each and every response set forth above, as if set forth at length herein.

84. This Defendant admits the allegations set forth in paragraph 186 of the Eighth Count of Plaintiffs' complaint.

85. This Defendant denies the allegations set forth in paragraphs 187-212 of the Eighth Count of Plaintiffs' complaint.

WHEREFORE, Defendant, Township of Teaneck Planning Board, demands judgment dismissing the Complaint in its entirety, together with attorney's fees, costs of suit, and disbursements of this action, and such other relief as the Court may grant.

AFFIRMATIVE DEFENSES

1. The action of the Township of Teaneck Planning Board was proper and reasonable in all respects and not arbitrary capricious or improper.
2. The evidence produced below establishes that applicants below this Defendant complied in all aspects with the controlling law.
3. The Township of Teaneck Planning Board demonstrated no bias, prejudice or predisposition with regard to this matter.
4. The Resolution of the board confirms with the requirements of New Jersey law and makes proper findings of fact and conclusions of law in accordance with the provisions of the Municipal Land Use Law and existing case law
5. The Complaint fails to state a cause of action upon which relief may be granted.
6. Defendant pleads the doctrine of Res judicata.
7. Defendant pleads the subject matter of this action is now moot.
8. Defendant pleads the Statute of Limitations.
9. Plaintiffs lack standing to assert the claim(s) made.
10. Plaintiffs' claims, in whole or in part, are barred by the doctrine of waiver.
11. Plaintiffs' claims, in whole or in part, are barred by the doctrine of laches
12. Plaintiffs' claims, in whole or in part, are barred by the doctrine estoppel.

13. Plaintiffs' claims, in whole or in part, are not ripe.
14. The relief sought by plaintiffs is barred by the doctrine of necessity.
15. The relief sought by plaintiffs is barred by the doctrine of unclean hands.
16. There was no violation of law, administrative code, regulation or ordinance, procedural defect, arbitrary and capricious conduct or wrongdoing on the part of this Defendant.

WHEREFORE, Defendant, Township of Teaneck Planning Board, demands judgment dismissing the Complaint in its entirety, together with attorney's fees, costs of suit, and disbursements of this action, and such other relief as the Court may grant.

DESIGNATION OF TRIAL COUNSEL

Pursuant to Rule 4:25-4, Defendant, Township of Teaneck Planning Board, hereby designates Kevin P. Kelly, Esq., of the law firm of Kelly, Kelly, Marotta & Tuchman, LLC, as trial counsel herein.

CERTIFICATION

I hereby certify that this Answer was served within the time prescribed by Rule 4:6, or by Consent Order. I hereby certify that, pursuant to Rule 4:5-1, the matter in controversy is not the subject of any other action pending in any Court or of a pending arbitration proceeding. No such action or arbitration proceeding is contemplated, and to my knowledge, there are no other parties who should be joined in this action.

**KELLY, KELLY, MAROTTA
& TUCHMAN, LLC**
Attorneys for Defendant,
Township of Teaneck Planning Board

By:



Kevin P. Kelly, Esq.

Dated: August 4, 2022

Civil Case Information Statement

Case Details: BERGEN | Civil Part Docket# L-002234-22

Case Caption: AKERMAN MICHAEL VS TOWNSHIP OF TEANECK

Case Initiation Date: 04/21/2022

Attorney Name: KEVIN PATRICK KELLY

Firm Name: KELLY, KELLY, MAROTTA & TUCHMAN

Address: 25 EAST SPRING VALLEY AVE STE 320

MAYWOOD NJ 076072158

Phone: 2013687713

Name of Party: DEFENDANT : TWP. OF TEANECK PLANNING BOARD

Name of Defendant's Primary Insurance Company
(if known): None

Case Type: ACTIONS IN LIEU OF PREROGATIVE WRITS

Document Type: Answer W/Jury Demand

Jury Demand: YES - 6 JURORS

Is this a professional malpractice case? NO

Related cases pending: NO

If yes, list docket numbers:

Do you anticipate adding any parties (arising out of same transaction or occurrence)? NO

Does this case involve claims related to COVID-19? NO

Are sexual abuse claims alleged by: MARC SCHLUSSEL? NO

Are sexual abuse claims alleged by: SHORANA SCHLUSSEL? NO

Are sexual abuse claims alleged by: MICHAEL AKERMAN? NO

Are sexual abuse claims alleged by: GEORGINA B ASANTE? NO

Are sexual abuse claims alleged by: YAW ASANTE? NO

Are sexual abuse claims alleged by: DANIEL BELLIN? NO

Are sexual abuse claims alleged by: RENA DONIN SCHLUSSEL? NO

Are sexual abuse claims alleged by: YARON HIRSCHKORN? NO

Are sexual abuse claims alleged by: RACHEL KAYE? NO

Are sexual abuse claims alleged by: ASHIRA LOIKE? NO

Are sexual abuse claims alleged by: ALAN RUBINSTEIN? NO

Are sexual abuse claims alleged by: DAVID SCHLUSSEL? NO

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? NO

If yes, is that relationship:

Does the statute governing this case provide for payment of fees by the losing party? 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? NO

If yes, please identify the requested accommodation:

Will an interpreter be needed? NO

If yes, for what language:

Please check off each applicable category: Putative Class Action? NO Title 59? NO Consumer Fraud? NO

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)*

08/05/2022
Dated

/s/ KEVIN PATRICK KELLY
Signed