

RECEIVED / FILED
Superior Court of New Jersey

JAN - 7 2016

CIVIL CASE MANAGEMENT
UNION COUNTY

RECEIVED

2016 JAN - 7 AM 4:35

SUPERIOR COURT OF N.J.
UNION COUNTY
FINANCE DIVISION

NJ Attorney ID No. 012111977
RICHARD J. KAPLOW, P.A.
53 Elm Street
Westfield, New Jersey 07090
(908)232-8787
Attorney for Defendants
John Woods and Andrea Woods

DEREK BROADDUS and
MARIA BROADDUS,

Plaintiffs,

vs.

JOHN WOODS, ANDREA WOODS,
CHICAGO TITLE INSURANCE
COMPANY, A ABSOLUTE ESCROW
SETTLEMENT COMPANY, INC.,
THE WATCHER, JOHN DOES #1
THROUGH #10 and ABC CORP.,
#1 THROUGH #10, name being
Fictitious,

Defendants.

SUPERIOR COURT OF NEW JERSEY
UNION COUNTY : LAW DIVISION

Docket No. UNN-L-1933-15

Civil Action

ANSWER AND COUNTERCLAIM ON BEHALF
OF DEFENDANTS JOHN WOODS AND
ANDREA WOODS

BATCH# 829 DATE FILED 1-11-16
MO/CHECK/CASH/RECEIPT# 8046 AMT 210.00
OVP _____

Defendants JOHN WOODS and ANDREA WOODS, whose address for purposes of these proceedings is c/o Richard J. Kaplow, Esq., 53 Elm Street, Westfield, New Jersey 07090 by way of Answer to Plaintiffs' Complaint states as follows:

THE PARTIES

1. Defendants admit the allegations of Paragraph 1 of this subsection of the Complaint.

2. Defendants admit the allegations of Paragraph 2 of this subsection of the Complaint.

3. Defendants admit the allegations of Paragraph 3 of this subsection of the Complaint.

4. Paragraph 4 of this subsection of the Complaint fails to set forth any allegation against these Defendants, and Plaintiffs are left to their proofs with regard thereto.

5. Paragraph 5 of this subsection of the Complaint fails to set forth any allegation against these Defendants, and Plaintiffs are left to their proofs with regard thereto.

6. Defendants deny the allegations of Paragraph 6 of this subsection of the Complaint.

FACTS COMMON TO ALL COUNTS

1. Defendants acknowledge the fact of the sale of 657 Boulevard, Westfield, New Jersey, but Defendants specifically deny all of the other allegations set forth in Paragraph 1 of this subsection of the Complaint.

2. Defendants acknowledge the receipt of a single anonymous note on or about the week of May 26, 2014, but Defendants specifically deny that the note was "disturbing" or in any way claimed a right of possession and/or ownership to the premises.

3. Defendants deny the allegations set forth in Paragraph 3 of this subsection of the Complaint.

4. Paragraph 4 of this subsection of the Complaint fails to set forth any allegation against these Defendants, and Plaintiffs are left to their proofs with regard thereto.

5. Paragraph 5 of this subsection of the Complaint fails to set forth any allegation against these Defendants, and Plaintiffs are left to their proofs with regard thereto.

6. Defendants deny the allegations set forth in Paragraph 6 of this subsection of the Complaint.

7. Defendants deny the allegations set forth in Paragraph 7 of this subsection of the Complaint.

8. Defendants deny the allegations set forth in Paragraph 8 of this subsection of the Complaint.

9. Defendants deny the allegations set forth in Paragraph 9 of this subsection of the Complaint.

10. Defendants deny the allegations set forth in Paragraph 10 of this subsection of the Complaint.

11. Defendants deny the allegations set forth in Paragraph 11 of this subsection of the Complaint.

12. Paragraph 12 of this subsection of the Complaint fails to set forth any allegation against these Defendants, and Plaintiffs are left to their proofs with regard thereto.

13. Defendants deny the allegations set forth in Paragraph 13 of this subsection of the Complaint.

14. Defendants deny the allegations set forth in Paragraph 14 of this subsection of the Complaint.

15. Defendants admit the allegations set forth in Paragraph 15 of this subsection of the Complaint.

16. Defendants deny the allegations set forth in Paragraph 16 of this subsection of the Complaint.

17. Defendants deny the allegations set forth in Paragraph 17 of this subsection of the Complaint.

FIRST COUNT

1. Defendants repeat their answers to the first two subsections of the Complaint, and incorporate said answers as if set forth at length herein.

2. Defendants neither admit nor deny the allegations of Paragraph 2 of the First Count, and leave Plaintiffs to their proofs with regard thereto.

3. Defendants neither admit nor deny the allegations of Paragraph 3 of the First Count, and leave Plaintiffs to their proofs with regard thereto.

4. Defendants neither admit nor deny the allegations of Paragraph 4 of the First Count, and leave Plaintiffs to their proofs with regard thereto.

5. Defendants deny the allegations of Paragraph 5 of the First Count.

6. Paragraph 6 of the First Count fails to set forth any factual allegation at all, and is neither admitted nor denied by the Defendants.

7. Defendants deny the allegations of Paragraph 7 of the First Count of the Complaint.

8. Defendants deny the allegations of Paragraph 8 of the First Count of the Complaint.

9. Defendants deny the allegations of Paragraph 9 of the First Count of the Complaint.

10. Defendants deny the allegations of Paragraph 10 of the First Count of the Complaint.

11. Defendants neither admit nor deny the allegations of Paragraph 11 of the First Count, and leave Plaintiffs to their proofs with regard thereto.

12. Defendants deny the allegations of Paragraph 12 of the First Count of the Complaint.

13. Defendants deny the allegations of Paragraph 13 of the First Count of the Complaint.

14. Defendants deny the allegations of Paragraph 14 of the First Count of the Complaint.

15. Paragraph 15 of the First Count fails to set forth any factual allegation at all, and is neither admitted nor denied by the Defendants.

16. Defendants deny the allegations of Paragraph 16 of the First Count of the Complaint.

17. Defendants deny the allegations of Paragraph 17 of the First Count of the Complaint.

18. Defendants deny the allegations of Paragraph 18 of the First Count of the Complaint.

19. Defendants deny the allegations of Paragraph 19 of the First Count of the Complaint.

20. Defendants deny the allegations of Paragraph 20 of the First Count of the Complaint.

21. Defendants deny the allegations of Paragraph 21 of the First Count of the Complaint.

22. Defendants deny the allegations of Paragraph 22 of the First Count of the Complaint.

SECOND COUNT

1. Defendants repeat their answers to the first two subsections and the First Count of the Complaint, and incorporate said answers as if set forth at length herein.

2. Paragraph 2 of the Second Count fails to set forth any factual allegation at all, and is neither admitted nor denied by the Defendants.

3. Paragraph 3 of the Second Count fails to set forth any factual allegation at all, and is neither admitted nor denied by the Defendants.

4. Defendants deny the allegations of Paragraph 4 of the Second Count of the Complaint.

5. Defendants deny the allegations of Paragraph 5 of the Second Count of the Complaint.

6. Defendants deny the allegations of Paragraph 6 of the Second Count of the Complaint.

7. Defendants deny the allegations of Paragraph 7 of the Second Count of the Complaint.

8. Defendants deny the allegations of Paragraph 8 of the Second Count of the Complaint.

9. Defendants deny the allegations of Paragraph 9 of the Second Count of the Complaint.

10. Defendants deny the allegations of Paragraph 10 of the Second Count of the Complaint.

11. Defendants deny the allegations of Paragraph 11 of the Second Count of the Complaint.

12. Defendants deny the allegations of Paragraph 12 of the Second Count of the Complaint.

13. Defendants deny the allegations of Paragraph 13 of the Second Count of the Complaint.

14. Defendants deny the allegations of Paragraph 14 of the Second Count of the Complaint.

15. Defendants deny the allegations of Paragraph 15 of the Second Count of the Complaint.

16. Defendants deny the allegations of Paragraph 16 of the Second Count of the Complaint.

17. Defendants deny the allegations of Paragraph 17 of the Second Count of the Complaint.

18. Defendants deny the allegations of Paragraph 18 of the Second Count of the Complaint.

19. Defendants deny the allegations of Paragraph 18 of the Second Count of the Complaint.

20. Defendants deny the allegations of Paragraph 20 of the Second Count of the Complaint.

21. Defendants deny the allegations of Paragraph 21 of the Second Count of the Complaint.

22. Defendants deny the allegations of Paragraph 22 of the Second Count of the Complaint.

23. Defendants deny the allegations of Paragraph 23 of the Second Count of the Complaint.

THIRD COUNT

1. Defendants repeat their answers to the first two subsections and the First and Second Counts of the Complaint, and

incorporate said answers as if set forth at length herein.

2. Paragraph 2 of the Second Count fails to set forth any factual allegation at all against these Defendants, and is therefore neither admitted nor denied. Plaintiffs are left to their proofs with regard thereto.

3. Defendants deny the allegations of Paragraph 3 of the Third Count of the Complaint.

4. Defendants deny the allegations of Paragraph 4 of the Third Count of the Complaint.

5. Defendants deny the allegations of Paragraph 5 of the Third Count of the Complaint.

6. Defendants deny the allegations of Paragraph 6 of the Third Count of the Complaint.

7. Paragraph 7 of the Third Count fails to set forth any factual allegation at all against these Defendants, and is therefore neither admitted nor denied. Plaintiffs are left to their proofs with regard thereto.

8. Defendants deny the allegations of Paragraph 7 of the Third Count of the Complaint.

9. Defendants deny the allegations of Paragraph 9 of the Third Count of the Complaint.

FOURTH COUNT

1. Defendants repeat their answers to the first two

subsections and the First, Second and Third Counts of the Complaint, and incorporate said answers as if set forth at length herein.

2. Defendants deny the allegations of Paragraph 2 of the Fourth Count of the Complaint.

3. Defendants deny the allegations of Paragraph 3 of the Fourth Count of the Complaint.

4. Defendants deny the allegations of Paragraph 4 of the Fourth Count of the Complaint.

5. Defendants deny the allegations of Paragraph 5 of the Fourth Count of the Complaint.

6. Defendants deny the allegations of Paragraph 6 of the Fourth Count of the Complaint.

7. Paragraph 7 of the Fourth Count fails to set forth any factual allegation at all against these Defendants, and is therefore neither admitted nor denied. Plaintiffs are left to their proofs with regard thereto.

8. Defendants deny the allegations of Paragraph 8 of the Fourth Count of the Complaint.

9. Defendants deny the allegations of Paragraph 9 of the Fourth Count of the Complaint.

FIFTH COUNT

1. Defendants repeat their answers to the first two

subsections and the First, Second, Third and Fourth Counts of the Complaint, and incorporate said answers as if set forth at length herein.

2. Defendants deny the allegations of Paragraph 2 of the Fifth Count of the Complaint.

3. Defendants deny the allegations of Paragraph 3 of the Fifth Count of the Complaint.

4. Defendants deny the allegations of Paragraph 4 of the Fifth Count of the Complaint.

SIXTH COUNT

1. Defendants repeat their answers to the first two subsections and the First, Second, Third, Fourth and Fifth Counts of the Complaint, and incorporate said answers as if set forth at length herein.

2. Defendants deny the allegations of Paragraph 2 of the Sixth Count of the Complaint.

3. Defendants deny the allegations of Paragraph 3 of the Sixth Count of the Complaint.

4. Defendants deny the allegations of Paragraph 4 of the Sixth Count of the Complaint.

5. Paragraph 5 of the Sixth Count fails to set forth any factual allegation at all against these Defendants, and is

therefore neither admitted nor denied. Plaintiffs are left to their proofs with regard thereto.

6. Defendants deny the allegations of Paragraph 6 of the Sixth Count of the Complaint.

7. Defendants deny the allegations of Paragraph 7 of the Sixth Count of the Complaint.

8. Defendants deny the allegations of Paragraph 8 of the Sixth Count of the Complaint.

9. Paragraph 9 of the Sixth Count fails to set forth any factual allegation at all against these Defendants, and is therefore neither admitted nor denied. Plaintiffs are left to their proofs with regard thereto.

10. Defendants deny the allegations of Paragraph 10 of the Sixth Count of the Complaint.

11. Defendants deny the allegations of Paragraph 11 of the Sixth Count of the Complaint.

SEVENTH COUNT

1. Defendants repeat their answers to the first two subsections and the First, Second, Third, Fourth, Fifth and Sixth Counts of the Complaint, and incorporate said answers as if set forth at length herein.

2. Defendants deny the allegations of Paragraph 2 of the Seventh Count of the Complaint.

3. Defendants deny the allegations of Paragraph 3 of the Seventh Count of the Complaint.

4. Paragraph 4 of the Seventh Count fails to set forth any factual allegation at all against these Defendants, and is therefore neither admitted nor denied. Plaintiffs are left to their proofs with regard thereto.

5. Defendants deny the allegations of Paragraph 5 of the Seventh Count of the Complaint.

6. Defendants deny the allegations of Paragraph 6 of the Seventh Count of the Complaint.

7. Defendants deny the allegations of Paragraph 7 of the Seventh Count of the Complaint.

8. Paragraph 8 of the Seventh Count fails to set forth any factual allegation at all against these Defendants, and is therefore neither admitted nor denied. Plaintiffs are left to their proofs with regard thereto.

9. Defendants deny the allegations of Paragraph 9 of the Seventh Count of the Complaint.

10. Defendants deny the allegations of Paragraph 10 of the Seventh Count of the Complaint.

EIGHTH COUNT

1. Defendants repeat their answers to the first two subsections and the First, Second, Third, Fourth, Fifth, Sixth and

Seventh Counts of the Complaint, and incorporate said answers as if set forth at length herein.

2. Defendants deny the allegations of Paragraph 2 of the Eighth Count of the Complaint.

3. To the extent that Paragraph 3 of the Complaint alleges any claim(s) against the Defendants, Defendants deny the allegations of Paragraph 3 of the Eighth Count of the Complaint.

4. Defendants deny the allegations of Paragraph 4 of the Eighth Count of the Complaint.

5. Defendants deny the allegations of Paragraph 5 of the Eighth Count of the Complaint.

NINTH COUNT

1. Defendants repeat their answers to the first two subsections and the First, Second, Third, Fourth, Fifth, Sixth, Seventh and Eighth Counts of the Complaint, and incorporate said answers as if set forth at length herein.

2. Paragraph 2 of the Ninth Count fails to set forth any factual allegation at all against these Defendants, and is therefore neither admitted nor denied. Plaintiffs are left to their proofs with regard thereto.

3. Defendants deny the allegations of Paragraph 3 of the Ninth Count of the Complaint.

WHEREFORE, Defendant JOHN WOODS and Defendant ANDREA WOODS demand Judgment in their favor and against the Plaintiffs, dismissing the Complaint in its entirety, with prejudice, and with costs.

FIRST SEPARATE DEFENSE

Plaintiffs have failed to state a valid and legal cause of action upon which relief may be granted.

SECOND SEPARATE DEFENSE

Plaintiffs have failed to allege and/or establish any legal duty owed to them by the Defendants that was not discharged and satisfied to the extent required by law.

THIRD SEPARATE DEFENSE

At all relevant times referred to in the Complaint, Defendants made all disclosures to Plaintiffs and/or third parties which were legally required by law.

FOURTH SEPARATE DEFENSE

Defendant The Watcher is a completely fictitious non-entity which is not properly included as a named Defendant in this matter, and as to which the Complaint must be dismissed as a matter of law.

FIFTH SEPARATE DEFENSE

The letters and/or notes alleged in the Complaint to have been sent by the Defendant The Watcher fail to allege or assert a claim of right of ownership or possession of the subject premises under applicable law.

SIXTH SEPARATE DEFENSE

Defendants fulfilled all aspects of their common law and statutory duty to the Plaintiffs in the subject real estate transaction.

SEVENTH SEPARATE DEFENSE

Plaintiffs' claims are barred by operation of the applicable Statute(s) of Limitations.

EIGHTH SEPARATE DEFENSE

Plaintiffs' claims are barred by operation of the Doctrine of Laches.

NINTH SEPARATE DEFENSE

Plaintiffs' claims are barred by operation of the Doctrine of Waiver.

TENTH SEPARATE DEFENSE

Plaintiffs' claims are barred by operation of the Doctrine of Equitable Estoppel.

ELEVENTH SEPARATE DEFENSE

The First Count of the Complaint is subject to dismissal as a matter of law, and the claims set forth therein (Violation of the New Jersey Consumer Fraud Act) cannot be brought against individual and private Sellers in a residential real estate transaction under applicable New Jersey law.

TWELVETH SEPARATE DEFENSE

Defendants at no time committed any act(s) of fraudulent concealment, suppression or misrepresentation.

THIRTEENTH SEPARATE DEFENSE

Plaintiffs have failed to reasonably mitigate their alleged damages by refusing to accept reasonable offer(s) to purchase the subject property since the purchase from the Defendants.

FOURTEENTH SEPARATE DEFENSE

Plaintiffs have failed to offer any proofs in support of their baseless allegation that the subject property is unmarketable, and said allegation is knowingly false and untrue.

FIFTEENTH SEPARATE DEFENSE

There is no causal connection between the intentional and/or negligent acts or omissions alleged against the Defendants and any aspect of the Plaintiffs' claim for damages.

SIXTEENTH SEPARATE DEFENSE

Plaintiffs are not entitled to rescission of the contract with the Defendants under any applicable legal or equitable theory of law.

SEVENTEENTH SEPARATE DEFENSE

Plaintiffs have themselves negatively affected the fair market value of their own property by filing and publishing a meritless lawsuit which they knew or reasonably should have known would create a media event and could prevent, interfere with or harm their alleged efforts to market and sell the property.

EIGHTEENTH SEPARATE DEFENSE

Plaintiffs are not entitled to a refund of the purchase price of the home under any applicable legal or equitable theory of law.

NINETEENTH SEPARATE DEFENSE

Defendants at no time committed any act of fraud against the Plaintiffs.

TWENTIETH SEPARATE DEFENSE

There is no causal relationship between the emotional distress alleged by the Plaintiffs and any act or omission by the Defendants.

TWENTY-FIRST SEPARATE DEFENSE

Plaintiffs have knowingly misstated and exaggerated the amount of the renovations that they claim to have made to the subject premises.

TWENTY-SECOND SEPARATE DEFENSE

Plaintiffs have failed to establish the factual and legal elements and criteria necessary to bring a claim against Defendants for alleged Negligent Infliction of Emotional Distress.

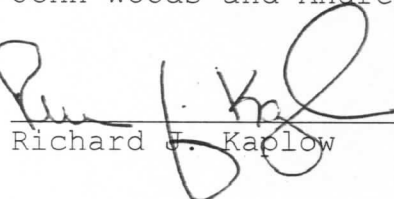
TWENTY-THIRD SEPARATE DEFENSE

Plaintiffs' claims are subject to dismissal for failure to join an indispensable party without whom a complete resolution of the facts and issues in dispute cannot be rendered.

WHEREFORE, Defendants JOHN WOODS and ANDREA WOODS demand Judgment in their favor and against the Plaintiffs, dismissing the Complaint in its entirety, and with costs to be assessed against the Plaintiffs.

RICHARD J. KAPLOW, P.A.
Attorney for Defendants
John Woods and Andrea Woods

By:


Richard J. Kaplow

Date: December 28, 2015

COUNTERCLAIM

Defendants JOHN WOODS and ANDREA WOODS, whose address for purposes of these proceedings is c/o Richard J. Kaplow, Esq., 53 Elm Street, Westfield, New Jersey 07090 by way of Counterclaim against Plaintiffs DEREK BROADDUS and MARIA BROADDUS, hereby state the following:

FIRST COUNT

MALICIOUS ABUSE OF PROCESS

1. On or about June 2, 2015, Plaintiffs DEREK BROADDUS and MARIA BROADDUS caused there to be filed a Complaint against Defendants/Counterclaimants JOHN WOODS and ANDREA WOODS without probable cause to honestly believe in the truth and/or legal basis for the allegations set forth in the Complaint.
2. Plaintiffs at all times lacked an honest belief in the truth of the allegations set forth in the Complaint.
3. In filing the Complaint, Plaintiffs were motivated by malice and malicious intent towards Defendants JOHN WOODS AND ANDREA WOODS.
4. Plaintiffs acted in reckless disregard for the truth or falsity of the false and defamatory statements set forth in their Complaint.
5. Defendants JOHN WOODS and ANDREA WOODS intend to file an application with the Court to dismiss the within Complaint with

prejudice. Defendants have been unable to bring said application for dismissal for a period of six months from the date of the filing of the Complaint due to the Plaintiffs' knowing and purposeful refusal to legally serve the Complaint upon the Defendants during this six month period.

6. Plaintiffs intentionally and/or negligently failed to present all known relevant and truthful facts to their legal counsel prior to the filing of the present Complaint.

7. As a direct and proximate result of the Plaintiffs' wrongful filing of the within Complaint, Defendants JOHN WOODS and ANDREA WOODS have suffered, and continue to suffer, a special grievance and special injuries and damages, including but not limited to severe and ongoing emotional distress, psychological injuries, defamation, public ridicule and embarrassment, loss and/or damages to reputation, significant economic losses and damages and accrual of debt.

WHEREFORE, Defendants JOHN WOODS and ANDREA WOODS demand Judgment in their favor on the First Count of the Counterclaim, for:

- a) Compensatory Damages;
- b) Punitive Damages
- c) Counsel Fees and reimbursement of all costs incurred by Defendants in this matter;
- d) For all other relief which the Court may deem necessary and appropriate.

SECOND COUNT

DEFAMATION

1. Defendants/Counterclaimants repeat each of the allegations set forth in the First Count of the Counterclaim as if set forth at length herein.

2. In filing the present Complaint on or about June 3, 2014, Plaintiffs knowingly and maliciously asserted false and extremely defamatory statements concerning Defendants JOHN WOODS and ANDREA WOODS.

3. Plaintiffs knowingly and maliciously published the false and defamatory statements set forth in the Complaint to third parties; including but not limited to publishing the entire content of the Complaint on the Internet, where it has remained available to the entire world.

4. Plaintiffs' knowing and malicious publication of said false and defamatory statements was unprivileged as a matter of law.

5. Plaintiffs acted in reckless disregard for the truth or falsity of the false and defamatory statements set forth in their Complaint.

6. As a direct and proximate result of the Plaintiffs' unprivileged publication of said false and defamatory statements, Defendants JOHN WOODS and ANDREA WOODS have suffered, and continue to suffer, a special grievance and special injuries and damages,

including but not limited to severe and ongoing emotional distress, psychological injuries, defamation, public ridicule and embarrassment, loss and/or damages to reputation, significant economic losses, damages and accrual of debt.

WHEREFORE, Defendants JOHN WOODS and ANDREA WOODS demand Judgment in their favor on the Second Count of the Counterclaim, for:

- a) Compensatory Damages;
- b) Punitive Damages
- c) Counsel Fees and reimbursement of all costs incurred by Defendants in this matter;
- d) For all other relief which the Court may deem necessary and appropriate.

THIRD COUNT

FALSE LIGHT PRIVACY

1. Defendants/Counterclaimants repeat each of the allegations set forth in the First and Second Counts of the Counterclaim as if set forth at length herein.

2. Through their unprivileged publication of false and defamatory statements against the Defendants as aforesaid, Plaintiffs knowingly and maliciously placed Defendants JOHN WOODS and ANDREA WOODS in a False Light, knowing that their placement of Defendants in a False Light would be and is highly offensive to a reasonable person.

3. Plaintiffs acted maliciously against the Defendants and/or in reckless disregard for the truth or falsity of the statements published by them.

4. As a direct and proximate result of the Plaintiffs' having placed the Defendants in a False Light through their unprivileged publication of said false and defamatory statements, Defendants JOHN WOODS and ANDREA WOODS have suffered, and continue to suffer, a special grievance and special injuries and damages, including but not limited to severe and ongoing emotional distress, psychological injuries, defamation, public ridicule and embarrassment, loss and/or damages to reputation, significant economic losses, damages and accrual of debt.

WHEREFORE, Defendants JOHN WOODS and ANDREA WOODS demand Judgment in their favor on the Third Count of the Counterclaim, for:

- a) Compensatory Damages;
- b) Punitive Damages
- c) Counsel Fees and reimbursement of all costs incurred by Defendants in this matter;
- d) For all other relief which the Court may deem necessary and appropriate.

FOURTH COUNT
VIOLATION OF N.J.S.A. 2A:15-59.1

1. Defendants/Counterclaimants repeat each of the allegations set forth in the First, Second and Third Counts of the Counterclaim as if set forth at length herein.

2. Defendants JOHN WOODS and ANDREA WOODS intend to file an application with the Court to dismiss the within Complaint with prejudice. Defendants have been unable to bring said application for dismissal for a period of six months from the date of the filing of the Complaint due to the Plaintiffs' knowing and purposeful refusal to legally serve the Complaint upon the Defendants during this six month period.

3. The claims and/or legal contentions set forth by the Plaintiffs in their Complaint were presented for an improper purpose and to harass and cause injury, embarrassment, loss of reputation and financial losses to the Defendants.

4. The legal contentions set forth by the Plaintiffs in their Complaint are not warranted by existing law, or by a non-frivolous argument for the extension, modification or reversal of existing law.

5. The false, malicious and defamatory allegations set forth by the Plaintiffs in their Complaint lack evidentiary support, and such lack of evidentiary support was known by Plaintiffs' counsel at the time that the Complaint was filed.

7. In filing the Complaint under the circumstances set forth herein, Plaintiffs and their legal counsel have violated the New Jersey Frivolous Lawsuit Statute, N.J.S.A. 2A:15-59.1.

8. As a direct and proximate result of the Plaintiffs' having violated N.J.S.A. 2A:15-59.1 as aforesaid, Defendants JOHN WOODS and ANDREA WOODS have suffered, and continue to suffer, a special grievance and special injuries and damages, including but not limited to severe and ongoing emotional distress, psychological injuries, defamation, public ridicule and embarrassment, loss and/or damages to reputation, significant economic losses and damages and accrual of debt.

WHEREFORE, Defendants JOHN WOODS and ANDREA WOODS demand Judgment in their favor on the Fourth Count of the Counterclaim, for:

- a) Compensatory Damages;
- b) Punitive Damages
- c) Counsel Fees and reimbursement of all costs incurred by Defendants in this matter;
- d) For all other relief which the Court may deem necessary and appropriate.

RICHARD J. KAPLOW, P.A.
Counsel for Defendants JOHN WOODS
and ANDREA WOODS

By:


Richard J. Kaplow, Esq.

Dated: December 28, 2015

DEMAND FOR TRIAL BY JURY

Defendants JOHN WOODS and ANDREA WOODS hereby demand a trial by jury of all issues.

DESIGNATION OF TRIAL COUNSEL

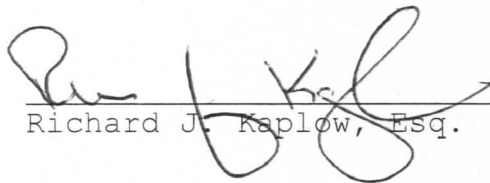
In accordance with Court Rule 4:25-4, Defendants JOHN WOODS and ANDREA WOODS hereby designate Richard J. Kaplow, Esq. as trial counsel in this matter.

CERTIFICATION PURSUANT TO R.4:5-1

Pursuant to R. 4:5-1, the undersigned attorney for Defendants JOHN WOODS and ANDREA WOODS hereby certifies that to the best of the undersigned's information, knowledge and belief, the within action is not presently the subject of any other action pending in any Court or of a pending proceeding to date, nor is there any other action, except as set forth above, or arbitration proceeding contemplated at this time.

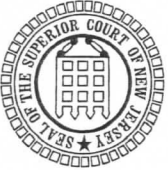

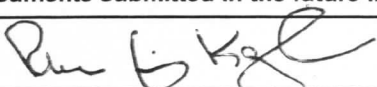
RICHARD J. KAPLOW, P.A.
Counsel for Defendants JOHN WOODS
and ANDREA WOODS

By:


Richard J. Kaplow, Esq.

Dated: December 28, 2015

Appendix XII-B1

	<h2 style="margin:0;">CIVIL CASE INFORMATION STATEMENT</h2> <h3 style="margin:0;">(CIS)</h3> <p style="margin:0;">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</p>		<p>FOR USE BY CLERK'S OFFICE ONLY</p> 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 RICHARD J. KAPLOW, ESQ.		TELEPHONE NUMBER (908) 232-8787	COUNTY OF VENUE Union <input type="checkbox"/>
	FIRM NAME (if applicable) RICHARD J. KAPLOW, P.A.		DOCKET NUMBER (when available) UNN-L-1933-15	
	OFFICE ADDRESS 53 Elm Street Westfield, New Jersey 07090		DOCUMENT TYPE Answer and Counterclaim JURY DEMAND <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
NAME OF PARTY (e.g., John Doe, Plaintiff) John Woods and Andrea Woods, Defendants		CAPTION Derek Broaddus and Maria Broaddus vs. John Woods, Andrea Woods, Chicago Title Insurance Company, A Absolute Escrow Settlement Company, Inc., et als		
CASE TYPE NUMBER (See reverse side for listing) 609	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.		
RELATED CASES PENDING? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		IF YES, LIST DOCKET NUMBERS UNN-L-3892-15		
DO YOU ANTICIPATE ADDING ANY PARTIES (arising out of same transaction or occurrence)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		NAME OF DEFENDANT'S PRIMARY INSURANCE COMPANY (if known) Amica Mutual Insurance Company <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 Recently filed related Complaint for Declaratory Judgment under Docket No. UNN-L-3892-15				
 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 | 290 POMPTON LAKES ENVIRONMENTAL LITIGATION |
| 274 RISPERDAL/SEROQUEL/ZYPREXA | 291 PELVIC MESH/GYNECARE |
| 278 ZOMETA/AREDDIA | 292 PELVIC MESH/BARD |
| 279 GADOLINIUM | 293 DEPUY ASR HIP IMPLANT LITIGATION |
| 281 BRISTOL-MYERS SQUIBB ENVIRONMENTAL | 295 ALLODERM REGENERATIVE TISSUE MATRIX |
| 282 FOSAMAX | 296 STRYKER REJUVENATE/ABG II MODULAR HIP STEM COMPONENTS |
| 285 STRYKER TRIDENT HIP IMPLANTS | 297 MIRENA CONTRACEPTIVE DEVICE |
| 286 LEVAQUIN | 299 OLMESARTAN MEDOXOMIL MEDICATIONS/BENICAR |
| 287 YAZ/YASMIN/OCELLA | 300 TALC-BASED BODY POWDERS |
| 288 PRUDENTIAL TORT LITIGATION | 601 ASBESTOS |
| 289 REGLAN | 623 PROPECIA |

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