

UNITED STATES DISTRICT COURT
DISTRICT OF MAINE

SHANA SANDLER,

Plaintiff

v.

MIA CALCAGNI, RALPH CALCAGNI,
MAUREEN CALCAGNI, PETER MARS,
and BOOKSURGE, LLC

Defendants

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Case No. 1:07-CV-00029

ANSWER OF DEFENDANTS RALPH CALCAGNI AND MAUREEN
CALCAGNI TO CROSSCLAIM BY DEFENDANT
BOOKSURGE, LLC AND CROSSCLAIM
AGAINST DEFENDANT BOOKSURGE, LLC

Defendants, Ralph and Maureen Calcagni, Answer the Crossclaim filed against them by
Defendant Booksurge as follows:

1. Defendants admit the allegations contained in Paragraph 1 of the Crossclaim.
2. Defendants admit the allegations contained in Paragraph 2 of the Crossclaim.
3. The allegations contained in Paragraph 3 of the Crossclaim reference a specific notation on the first page of all Booksurge on line accounts. The notation speaks for itself, and therefore no answer is required. To the extent an answer is required, Defendants deny the allegations contained in Paragraph 3 of the Crossclaim and deny any inference that the allegations contained in Paragraph 3 of the Crossclaim establish liability against them.
4. Defendants admit a copy of the Booksurge author publishing agreement is attached as Exhibit A to the Crossclaim, but are without sufficient information to either admit or deny that the attached agreement is a true and correct copy of the agreement, and

therefore deny the same. Defendants further deny any inference that the agreement establishes any liability on the part of the Calcagnis.

5. Defendants assert that the language of the agreement referenced in Paragraph 5 speaks for itself, and therefore no answer is required. To the extent that an answer is required, the allegations are denied. Defendants further deny any inference that the referenced language in Paragraph 5 establishes any liability on the part of the Calcagnis, and further deny they were authors under the agreement.
6. The agreement referenced in Paragraph 6 of the Crossclaim speaks for itself, and therefore no answer is required. To the extent an answer is required, the allegations are denied. Defendants deny any inference that the language referenced in Paragraph 6 of the Crossclaim establishes liability on the part of the Calcagnis.
7. Defendants deny the allegations contained in Paragraph 7 of the Crossclaim.

AFFIRMATIVE DEFENSES

1. Defendants' Crossclaim fails to state a claim upon which relief may be granted.
2. Defendants' incorporate the affirmative defenses set forth in response to the Second Amended Complaint filed against them by Shana Sandler as if fully set forth herein.

CROSSCLAIM OF RALPH AND MAUREEN CALCAGNI AGAINST DEFENDANT BOOKSURGE, LLC

1. Crossclaim Plaintiffs, Ralph and Maureen Calcagni, are residents of the State of Maine.

2. Crossclaim Defendant Booksurge, LLC, is a Delaware company licensed to conduct business in the State of Maine.
3. Crossclaim Plaintiffs have been named in a lawsuit filed against them by Plaintiff, Shana Sandler, alleging libel, libel per se, false light, private facts, and punitive damages against them.
4. Crossclaim Plaintiffs have specifically denied the allegations against them by Plaintiff Shana Sandler.
5. If Crossclaim Plaintiffs are found liable to Plaintiff, either through judgment, settlement, or otherwise, then their liability is caused by the acts of Crossclaim Defendant Booksurge, LLC.
6. Crossclaim Plaintiffs are therefore entitled to contribution and/or indemnification from Crossclaim Defendant Booksurge, LLC for all sums which it pays or is adjudged liable to pay through settlement, judgment, or otherwise.

WHEREFORE Crossclaim Plaintiffs demand judgment for indemnity and/or contribution as appropriate against Crossclaim Defendant Booksurge, LLC, plus interest and costs.

Dated at Bangor, Maine this 9th day of November, 2007

/s/ Bruce C. Mallonee, Esq.
Bruce C. Mallonee, Esq.
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