

4. Defendants admit Defendant Mars entered into an agreement with them to write the book "*Help Us Get Mia*", but deny the remainder of the allegations contained in Paragraph 4 of the Crossclaim.
5. Defendants deny the allegations contained in Paragraph 5 of the Crossclaim.
6. Defendants deny the allegations contained in Paragraph 6 of the Crossclaim.
7. Defendants deny the allegations contained in Paragraph 7 of the Crossclaim.

AFFIRMATIVE DEFENSES

1. The Crossclaim of Defendant Mars fails to state a claim upon which relief may be granted.
2. Defendant Mars's Crossclaim for damage is barred or reduced by Defendant Mars' own comparative negligence.
3. Defendant Mars's Crossclaims are barred by the doctrines of waiver, estoppel, laches, or unclean hands.
4. Defendants incorporate the Affirmative Defenses set forth in their Answer to the Complaint filed against them by Plaintiff Shana Sandler as if fully set forth herein.

WHEREFORE, Defendants pray for dismissal of the Crossclaim filed against them, for judgment on their behalf, for costs, interest, or any other relief the Court deems just under the circumstances.

**CROSSCLAIM OF MIA CALCAGNI, RALPH CALCAGNI
AND MAUREEN CALCAGNI
AGAINST DEFENDANT PETER MARS**

1. Crossclaim Plaintiffs, Ralph and Maureen Calcagni, are residents of the State of Maine.
2. Crossclaim Plaintiff, Mia Calcagni, was a resident of the State of Maine at the time of the acts alleged in the Crossclaim.
3. Crossclaim Defendant, Peter Mars, is resident of Monmouth, County of Kennebec, State of Maine.
4. 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.
5. Crossclaim Plaintiffs have specifically denied the allegations against them by Plaintiff Shana Sandler.
6. 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 Peter Mars.
7. Crossclaim Plaintiffs are therefore entitled to contribution and/or indemnification from Crossclaim Defendant Peter Mars for all sums which they pays or are adjudged liable to pay through settlement, judgment, or otherwise.

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

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

/s/ Bruce C. Mallonee, Esq.

Bruce C. Mallonee, Esq.

RUDMAN & WINCHELL

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