

PODVEY, MEANOR, CATENACCI,
HILDNER, COCOZIELLO & CHATTMAN
A Professional Corporation
One Riverfront Plaza, 8th Floor
Newark, New Jersey 07102
(973) 623-1000

Attorneys for Defendants, Quattro Construction Management, LLC and Sal Dunia

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

RABBI SHMULEY BOTEACH and
DEBORAH BOTEACH,

Plaintiffs,

v.

SOCIALIST PEOPLE'S LIBYAN ARAB
JAMAHIRIYA; MUAMMAR ABU MINYAR
AL-QADDAFI; IBRAHIM DABBASHI;
QUATTRO CONSTRUCTION
MANAGEMENT LLC; and SAL DUNIA;

Defendants.

CIVIL ACTION NO. 09-cv-05344-WJM-MF

Civil Action

**ANSWER, SEPARATE DEFENSES,
CROSS CLAIMS, ANSWER TO
CROSSCLAIMS, DEMAND FOR
STATEMENT OF DAMAGES AND
JURY DEMAND**

Defendants, Quattro Construction Management, LLC and Sal Dunia (“the QCM Defendants”) by way of Answer to the Complaint say:

AS TO SUMMARY OF ACTION

The QCM Defendants deny any factual allegations in this paragraph.

AS TO PARTIES

1. The QCM Defendants are without knowledge or information sufficient to form a belief as to the truth of these allegations and leave Plaintiffs to their proofs.
2. The allegations contained in paragraph 2 of the Complaint do not relate to the answering defendants. Thus, no response is made thereto, except to deny any wrongdoing.

3. The allegations contained in paragraph 3 of the Complaint do not relate to the answering defendants. Thus, no response is made thereto, except to deny any wrongdoing.

4. The allegations contained in paragraph 4 of the Complaint do not relate to the answering defendants. Thus, no response is made thereto, except to deny any wrongdoing.

5. Admitted that Quattro Construction Management, LLC, maintains an office in New York, and has provided construction services to the 440 East Palisade Avenue, Englewood, New Jersey property (the "Property"). Otherwise, denied.

6. Denied.

AS TO JURISDICTION AND VENUE

7. Denied.

8. To the extent wrongful conduct is alleged in paragraph 8, denied.

AS TO STATEMENT OF FACTS

9. The allegations contained in paragraph 9 of the Complaint do not relate to the answering defendants. Thus, no response is made thereto, except to deny any wrongdoing.

10. The allegations contained in paragraph 10 of the Complaint do not relate to the answering defendants. Thus, no response is made thereto, except to deny any wrongdoing.

11. The QCM Defendants are without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained herein, and therefore deny same.

12. The QCM Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained herein and, therefore, deny same.

13. The QCM Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained herein and, therefore, deny same.

14. The QCM Defendants admit that construction and renovation work has been performed on the Property. Otherwise, denied.

15. Denied.

16. Denied to the extent the allegations contained in paragraph 16 of the Complaint refer to the QCM Defendants.

17. The QCM Defendants are without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained herein and, therefore, deny same.

18. Admitted that the City of Englewood claimed to have issued a Stop Construction Order. Otherwise, denied.

19. Admitted that the City of Englewood claimed to have issued a Notice and Order of Penalty. Otherwise, denied.

20. Denied.

21. Admitted that a hearing was conducted by the Superior Court of New Jersey, Bergen County. Otherwise, denied.

22. Denied.

23. The QCM Defendants deny any factual allegations in this paragraph to the extent they apply to them.

24. The QCM Defendants deny any factual allegations in this paragraph to the extent they apply to them.

25. The QCM Defendants deny any factual allegations in this paragraph to the extent they apply to them.

26. Denied.

27. Denied.

28. Denied.

29. Denied.

30. Denied.

31. Denied.

32. The QCM Defendants neither admit nor deny the allegations of paragraph 32 and leave Plaintiffs to their proofs, except to deny any wrongdoing.

33. Denied.

34. The QCM Defendants neither admit nor deny the allegations of paragraph 34 and leave Plaintiffs to their proofs, except to deny any wrongdoing.

35. Denied.

36. Denied.

37. Denied.

38. Denied.

39. Denied.

40. Denied.

41. The QCM Defendants neither admit nor deny the allegations of paragraph 41 and leave Plaintiffs to their proofs.

42. The QCM Defendants neither admit nor deny the allegations of paragraph 42 and leave Plaintiffs to their proofs.

43. The allegations of paragraph 43 do not relate to the answering defendants and therefore no response is necessary.

44. The QCM Defendants neither admit nor deny the allegations of paragraph 44 and leave Plaintiffs to their proofs.

45. The QCM Defendants neither admit nor deny the allegations of paragraph 45 and leave Plaintiffs to their proofs.

46. The QCM Defendants neither admit nor deny the allegations of paragraph 46 and leave Plaintiffs to their proofs.

47. The QCM Defendants neither admit nor deny the allegations of paragraph 47 and leave Plaintiffs to their proofs.

48. The QCM Defendants neither admit nor deny the allegations of paragraph 48 and leave Plaintiffs to their proofs.

49. The QCM Defendants neither admit nor deny the allegations of paragraph 49 and leave Plaintiffs to their proofs.

50. The allegations contained in paragraph 50 of the Complaint are not directed to the answering defendants. To the extent that the allegations relate to the QCM Defendants, they are denied.

51. Denied.

52. Denied.

53. Denied.

AS TO COUNT ONE
(Trespass Upon Property)

54. The QCM Defendants repeat their answers to the allegations set forth in paragraphs 1 through 53 as if set forth at length herein.

55. Denied.

56. Denied.

57. Denied.

58. Denied.

59. Denied.

60. Denied.

WHEREFORE, the QCM Defendants demand judgment against the Plaintiffs for (a) dismissal of suit with prejudice; (b) costs of suit and reasonable attorneys' fees; (c) prevailing party fees under F.R.C.P. 11; and (d) any other relief this Court deems just and equitable.

AS TO COUNT TWO
(Public Nuisance)

61. The QCM Defendants repeat their answers to the allegations set forth in paragraphs 1 through 60 as if set forth at length herein.

62. The allegations of paragraph 62 of the Complaint are not directed to the answering defendants and, therefore, no response is necessary.

63. The allegations of paragraph 63 of the Complaint are not directed to the answering defendants and, therefore, no response is necessary.

64. Denied.

65. Denied.

66. Denied.

67. Denied.

68. Denied.

WHEREFORE, the QCM Defendants demand judgment against the Plaintiffs for (a) dismissal of suit with prejudice; (b) costs of suit and reasonable attorneys' fees; (c) prevailing party fees under F.R.C.P. 11; and (d) any other relief this Court deems just and equitable.

AS TO COUNT THREE
(Intentional Invasion and Private Nuisance)

69. The QCM Defendants repeat their answers to the allegations set forth in paragraphs 1 through 68 as if set forth at length herein.

70. Denied.

71. Denied.

72. Denied.

WHEREFORE, the QCM Defendants demand judgment against the Plaintiffs for (a) dismissal of suit with prejudice; (b) costs of suit and reasonable attorneys' fees; (c) prevailing party fees under F.R.C.P. 11; and (d) any other relief this Court deems just and equitable.

AS TO COUNT FOUR
(Invasion of Residential Privacy, Intrusion Upon Seclusion)

73. The QCM Defendants repeat their answers to the allegations set forth in paragraphs 1 through 72 as if set forth at length herein.

74. Denied.

75. Denied.

76. Denied.

77. Denied.

78. Denied.

WHEREFORE, the QCM Defendants demand judgment against the Plaintiffs for (a) dismissal of suit with prejudice; (b) costs of suit and reasonable attorneys' fees; (c) prevailing party fees under F.R.C.P. 11; and (d) any other relief this Court deems just and equitable.

AS TO COUNT FIVE
(Negligence)

79. The QCM Defendants repeat their answers to the allegations set forth in paragraphs 1 through 78 as if set forth at length herein.

80. Denied that the QCM Defendants performed any work on the Plaintiffs' property or violated any duty to plaintiffs.

81. Denied.

82. Denied.

WHEREFORE, the QCM Defendants demand judgment against the Plaintiffs for (a) dismissal of suit with prejudice; (b) costs of suit and reasonable attorneys' fees; (c) prevailing party fees under F.R.C.P. 11; and (d) any other relief this Court deems just and equitable.

AS TO COUNT SIX
(Intentional Infliction of Emotional Distress)

83. The QCM Defendants repeat their answers to the allegations set forth in paragraphs 1 through 82 as if set forth at length herein.

84. Denied.

85. Denied.

86. Denied.

87. Denied.

88. Denied.

WHEREFORE, the QCM Defendants demand judgment against the Plaintiffs for (a) dismissal of suit with prejudice; (b) costs of suit and reasonable attorneys' fees; (c) prevailing party fees under F.R.C.P. 11; and (d) any other relief this Court deems just and equitable.

AS TO COUNT SEVEN
(Conversion)

89. The QCM Defendants repeat their answers to the allegations set forth in paragraphs 1 through 88 as if set forth at length herein.

90. Denied.

91. Denied.

92. Denied.

WHEREFORE, the QCM Defendants demand judgment against the Plaintiffs for (a) dismissal of suit with prejudice; (b) costs of suit and reasonable attorneys' fees; (c) prevailing party fees under F.R.C.P. 11; and (d) any other relief this Court deems just and equitable.

AS TO COUNT EIGHT
(Permanent Injunction)

93. The QCM Defendants repeat their answers to the allegations set forth in paragraphs 1 through 92 as if set forth at length herein.

94. Denied.

95. Denied.

96. The QCM Defendants deny causing any harm or injury to the Plaintiffs or that the Plaintiffs are entitled to monetary damages.

97. Denied.

98. Denied.

WHEREFORE, the QCM Defendants demand judgment against the Plaintiffs for (a) dismissal of suit with prejudice; (b) costs of suit and reasonable attorneys' fees; (c) prevailing party fees under F.R.C.P. 11; and (d) any other relief this Court deems just and equitable.

SEPARATE DEFENSES

1. The Complaint, in whole or in part, fails to state a claim upon which relief can be granted.
2. Plaintiffs fail to allege any violations of federal laws or the Constitution of the United States.
3. There is a lack of jurisdiction over the subject matter.
4. The Plaintiffs were not deprived of any rights secured by the United States Constitution without due process of law.
5. Plaintiffs do not allege any facts, which demonstrate that these defendants denied them access to the Courts.
6. The Court does not have supplemental jurisdiction over these defendants where no other legitimate subject matter jurisdiction is extant.
7. These defendants violated no duty to Plaintiffs.
8. These defendants acted at all times relevant hereto in good faith, with fair dealing, without any fraud or malice and in accordance with the instructions, directions and local ordinances of the City of Englewood which issued the necessary permits and other applicable certificates, and defendants acted in accordance therewith.
9. Damages, if any, sustained by the Plaintiffs were the result of the sole negligence of the Plaintiffs and/or other defendants.
10. Damages, if any, sustained by the Plaintiffs were the result of the actions or inactions of persons and/or entities over whom these defendants had no control or right of control.
11. Recovery is barred in this action, in whole or in part, by the contributory and/or comparable negligence of the Plaintiffs and/or the co-defendants.

12. Any injuries that may have been sustained by the Plaintiffs as alleged in their Complaint occurred as a direct result of the Plaintiffs' negligence and intentional misconduct.

13. The complaint is frivolous and a sham, and Plaintiffs are subject to sanctions under F.R.C.P. 11. Defendants reserve the right to seek redress under F.R.C.P. 11 against Plaintiffs, including all reasonable counsel fees and costs.

14. Any liability which might otherwise be imposed upon these defendants is subject to reduction by the application of comparative negligence.

15. The damages, if any, are the result of the actions or omissions of other defendants or third parties, for which this defendant is not liable.

16. Plaintiffs' claims are barred by their failure to take reasonable steps to mitigate their alleged damages.

17. Plaintiffs lack standing to bring the claims against these defendants.

18. Plaintiffs' claims are barred by the doctrine of laches.

19. Plaintiffs' claims are barred by the applicable statute of limitations.

20. Plaintiffs' claims are barred because of its failure to add a necessary and indispensable party without whom this action can not proceed, namely, the City of Englewood which issued all permits and certificates to these defendants.

21. Plaintiffs' claims are barred by the doctrine of unclean hands.

22. Plaintiffs' claims are barred by the doctrine of estoppel and accord and satisfaction.

23. Plaintiffs' claims are barred by the doctrine of waiver.

DEMAND FOR STATEMENT OF DAMAGES

Defendants, Quattro Construction Management, LLC and Sal Dunia, demand that

Plaintiffs supply a statement of the damages demanded within five (5) days of the date of this pleading.

CROSSCLAIMS

By way of cross claims against all co-defendants, the QCM Defendants say:

FIRST COUNT
(Indemnification)

1. Although the QCM Defendants deny any liability to the Plaintiffs, if the QCM Defendants should be adjudged liable to the Plaintiffs, such liability is passive, secondary and vicarious to the liability of the other defendants.

2. The QCM Defendants while denying any improper conduct whatsoever, and denying any responsibility to any party, state that if they are held to be liable to any party, then, in such event, these defendants demand judgment indemnifying them from any and all sums of money or damages which they are obligated to pay to any party because the primary responsibility of such loss, if any, was the conduct of the remaining defendants, jointly, severally and in the alternative.

3. Indemnification is demanded under the provisions of Common Law and Statutory Law.

WHEREFORE, the QCM Defendants demand indemnification from the co-defendants for any and all sums which may be recovered by Plaintiffs, reasonable attorneys' fees, costs of suit and any other relief the Court deems just and equitable.

SECOND COUNT
(Contribution)

4. In the event that the QCM Defendants are adjudged to have any liability to the Plaintiffs, on account of the Complaint, the QCM Defendants are entitled to contribution from all

other defendants and from those Plaintiffs deemed to be negligent pursuant to the terms of the Joint Tortfeasors Contribution Act, N.J.S.A. 2A:53-1 et seq., the Comparative Negligence Act, N.J.S.A. 2A:15-5.1 et seq. and all other relevant federal and state statutes.

WHEREFORE, the QCM Defendants demand contribution from all co-defendants and those Plaintiffs found to be negligent, reasonable attorneys' fees, costs of suit and any other relief the Court deems just and equitable.

ANSWER TO CROSSCLAIMS

The QCM Defendants by way of answer to all cross claims which have been or may be asserted against them say:

1. The QCM Defendants deny any and all allegations asserted in any cross claims for contribution, indemnification or otherwise.

WHEREFORE, the QCM Defendants demand judgment against the cross claimants for dismissal of all cross claims with prejudice, costs of suit, reasonable attorneys' fees and any other relief the Court deems just and equitable.

JURY DEMAND

The QCM Defendants hereby demand a trial by jury for all issues so triable.

By: /s/ Rosaria A. Suriano, Esq.
Rosaria A. Suriano, Esq.
PODVEY, MEANOR, CATENACCI,
HILDNER, COCOZIELLO & CHATTMAN
One Riverfront Plaza
Newark, New Jersey 07102
(973) 623-1000
Attorneys for Defendants, Quattro Construction
Management, LLC and Sal Dunia

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