

COLE SCHOTZ P.C.

Michael R. Yellin – Atty ID # 014712008
Michael C. Klauder – Atty ID # 086632014
Court Plaza North
25 Main Street
P.O. Box 800
Hackensack, New Jersey 07602-0800
201-489-3000
201-489-1536 Facsimile

-and-

HARWOOD LLOYD LLC

David M. Repetto – Atty ID # 000391983
John W. McDermott – Atty ID # 029302008
130 Main Street
Hackensack, New Jersey 07601
201-487-1080
201-87-4758 Facsimile

Attorneys for Intervenor, Holy Name Medical Center, Inc.

MICHAEL AKERMAN, GEORGINA B. ASANTE, YAW ASANTE, DANIEL BELLIN, RENA DONIN SCHLUSSEL, YARON HIRSCHKORN, RACHEL KAYE, ASHIRA LOIKE, MERYL MARK, JOSEPH MARK, ALAN RUBINSTEIN, 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-4361-22

Civil Action

**INTERVENOR HOLY NAME MEDICAL
CENTER, INC.’S ANSWER AND
AFFIRMATIVE DEFENSES TO
COMPLAINT IN LIEU OF
PREROGATIVE WRITS**

Intervenor, Holy Name Medical Center, Inc. (“HNH”), by and through its counsel, Cole Schotz P.C., hereby answers the Complaint in Lieu of Prerogative Writs filed by plaintiffs Michael Akerman, Georgina B. Asante, Yaw Asante, Daniel Bellin, Rena Donin Schlusssel, Yaron

Hirschhorn, Rachel Kaye, Ashire Loike, Meryln Mark, Joseph Mark, Alan Rubinstein, David Schlusel, Marc Schlusel, and Shorana Shorana Schlusel (collectively “Plaintiffs”) that was original filed against defendants Township of Teaneck (“Township”) and Township of Teaneck Planning Board (the “Board”) (collectively, “Defendants”), and states as follows:

AS TO THE NATURE OF ACTION

1. In response to Paragraph 1 of the Complaint, HNH refers to the Complaint and denies the allegations in Paragraph 1 to the extent they are inconsistent with the Complaint. To the extent the allegations in Paragraph 1 are not intended to merely recite the nature of Plaintiffs’ claims, but rather to assert any substantive allegations, the allegations are denied.

2. In response to Paragraph 2 of the Complaint, HNH refers to the Complaint and denies the allegations in Paragraph 2 to the extent they are inconsistent with the Complaint. To the extent the allegations in Paragraph 2 are not intended to merely recite the nature of Plaintiffs’ claims, but rather to assert any substantive allegations, the allegations are denied.

3. In response to Paragraph 3 of the Complaint, HNH refers to the referenced Ordinance 9-2022 (“Ord. 9-2022”) and denies the allegations to the extent they are inconsistent with Ord. 9-2022.

4. HNH admits that Plaintiffs filed a Complaint in Lieu of Prerogative Writs, Docket No. BER-L-2234-22, challenging Ord. 9-2022, but denies that impermissible conflicts of interest required the invalidation of Ord. 9-2022.

5. HNH admits that the Township introduced and subsequently adopted Ord. 22-2022, the contents of which speak for itself. HNH denies the remaining allegations in Paragraph 5 of the Complaint.

6. HNH denies the allegations in Paragraph 6 of the Complaint.

7. In response to Paragraph 7 of the Complaint, HNH refers to Ord. 22-2022 and denies the allegations to the extent they are inconsistent with Ord. 22-2022.

8. HNH admits the allegations in Paragraph 8 of the Complaint.

9. In response to Paragraph 9 of the Complaint, HNH refers to the Ord. 9-2022 and Ord. 22-2022 and denies the allegations in Paragraph 9 to the extent they are inconsistent with the referenced ordinances.

10. HNH admits the allegations in Paragraph 10 of the Complaint.

11. HNH denies the allegations in Paragraph 11 of the Complaint.

12. HNH denies the allegations in Paragraph 12 of the Complaint.

13. In response to Paragraph 13 of the Complaint, HNH refers to the Complaint and denies the allegations to the extent they are inconsistent with the Complaint. To the extent the allegations in Paragraph 13 are not intended to merely recite the nature of Plaintiffs' claims, but rather to assert any substantive allegations, those allegations are denied.

14. Paragraph 14 of the Complaint contains a legal conclusion to which no response is required, and Plaintiffs are left to their proofs with respect to same.

AS TO THE PARTIES

15. HNH admits the allegations in Paragraph 15 of the Complaint.

16. HNH admits the allegations in Paragraph 16 of the Complaint.

17. HNH lacks sufficient knowledge or information to form a belief regarding the allegations in Paragraph 17 of the Complaint and leaves Plaintiffs to their proofs.

18. HNH lacks sufficient knowledge or information to form a belief regarding the allegations in Paragraph 18 of the Complaint and leaves Plaintiffs to their proofs.

19. HNH lacks sufficient knowledge or information to form a belief regarding the allegations in Paragraph 19 of the Complaint and leaves Plaintiffs to their proofs.

20. HNH lacks sufficient knowledge or information to form a belief regarding the allegations in Paragraph 20 of the Complaint and leaves Plaintiffs to their proofs.

21. HNH lacks sufficient knowledge or information to form a belief regarding the allegations in Paragraph 21 of the Complaint and leaves Plaintiffs to their proofs.

22. HNH lacks sufficient knowledge or information to form a belief regarding the allegations in Paragraph 22 of the Complaint and leaves Plaintiffs to their proofs.

23. HNH lacks sufficient knowledge or information to form a belief regarding the allegations in Paragraph 23 of the Complaint and leaves Plaintiffs to their proofs.

24. HNH lacks sufficient knowledge or information to form a belief regarding the allegations in Paragraph 24 of the Complaint and leaves Plaintiffs to their proofs.

AS TO THE RELEVANT FACTS

25. HNH admits that at certain points in time during its existence and operation it has sought to expand its buildings, structures and facilities, including, if necessary, through redevelopment. HNH denies the remaining allegations in Paragraph 25 of the Complaint.

26. HNH admits that it has, directly or indirectly, purchased the properties that currently comprise the HNH Property (as that term is defined in the Complaint). HNH denies the remaining allegations in Paragraph 26 of the Complaint.

27. HNH admits that on certain occasions between 2019 and 2022, it informed Defendants' representatives that HNH desired to expand its operations. HNH denies the remaining allegations in Paragraph 27 of the Complaint.

28. HNH lacks sufficient knowledge or information to form a belief regarding the allegations in Paragraph 28 of the Complaint and leaves Plaintiffs to their proofs.

29. HNH admits that Katz is the First Deputy Mayor of the Township and a Member of Council, but lacks sufficient knowledge or information to form a belief regarding the remaining allegations in Paragraph 29 of the Complaint and leaves Plaintiffs to their proofs.

30. HNH denies the allegations in Paragraph 30 of the Complaint.

31. HNH admits that Schwartz is the Second Deputy Mayor of the Township and a Member of the Council, but lacks sufficient knowledge or information to form a belief regarding the remaining allegations in Paragraph 31 of the Complaint and leaves Plaintiffs to their proofs.

32. HNH lacks sufficient knowledge or information to form a belief regarding the allegations in Paragraph 32 of the Complaint and leaves Plaintiffs to their proofs.

33. HNH admits that it previously purchased advertising in the Jewish Link. HNH denies the remaining allegations in Paragraph 33 of the Complaint.

34. HNH lacks sufficient knowledge or information to form a belief regarding the allegations in Paragraph 34 of the Complaint and leaves Plaintiffs to their proofs.

35. HNH admits that Orgen is a Member of the Council, but lacks sufficient knowledge or information to form a belief regarding the remaining allegations in Paragraph 35 of the Complaint and leaves Plaintiffs to their proofs.

36. HNH lacks sufficient knowledge or information to form a belief regarding the allegations in Paragraph 36 of the Complaint and leaves Plaintiffs to their proofs.

37. HNH admits that it hired one of Orgen's children, which, to the best of HNH's knowledge and belief is the reason that Orgen recused herself from the vote.

38. HNH admits the allegations in Paragraph 38 of the Complaint.

39. HNH denies the allegations in Paragraph 39 of the Complaint.

40. HNH denies the allegations in Paragraph 40 of the Complaint.

41. HNH lacks sufficient knowledge or information to form a belief regarding the allegations in Paragraph 41 of the Complaint and leaves Plaintiffs to their proofs.

42. HNH denies the allegations in Paragraph 42 of the Complaint.

43. HNH denies the allegations in Paragraph 43 of the Complaint.

44. HNH denies the allegations in Paragraph 44 of the Complaint.

45. Paragraph 45 of the Complaint contains a legal conclusion to which no response is required, and Plaintiffs are left to their proofs with respect to same.

46. HNH denies the allegations in Paragraph 46 of the Complaint.

47. HNH denies the allegations in Paragraph 47 of the Complaint.

48. HNH denies the allegations in Paragraph 48 of the Complaint.

49. HNH lacks sufficient knowledge or information to form a belief regarding the allegations in Paragraph 49 of the Complaint and leaves Plaintiffs to their proofs.

50. HNH admits that it entered into a contract to purchase certain property located at Block 3002, Lot 6 in Teaneck and refers to the purchase contract for a true and accurate account of its contents. To the extent the allegations in Paragraph 50 of the Complaint are inconsistent with the purchase contract, those allegations are denied.

51. HNH lacks sufficient knowledge or information to form a belief regarding the allegations in Paragraph 51 of the Complaint and leaves Plaintiffs to their proofs.

52. HNH admits that it closed on the purchase of the referenced property on or about July 20, 2020. HNH denies the remaining allegations in Paragraph 52 of the Complaint.

53. HNH admits that Schwartz introduced HNH to Yavneh leadership. HNH denies the remaining allegations in Paragraph 53 of the Complaint.

54. HNH refers to the referenced Resolution 159-2020 for a true and accurate account of its contents. To the extent the allegations in Paragraph 54 of the Complaint are inconsistent with Resolution 159-2020, those allegations are denied.

55. HNH refers to the referenced Resolution 159-2020 for a true and accurate account of its contents. To the extent the allegations in Paragraph 55 of the Complaint are inconsistent with Resolution 159-2020, those allegations are denied.

56. HNH refers to the referenced Resolution 160-2020 for a true and accurate account of its contents. To the extent the allegations in Paragraph 56 of the Complaint are inconsistent with Resolution 160-2020, those allegations are denied.

57. HNH refers to the referenced Resolution 160-2020 for a true and accurate account of its contents. To the extent the allegations in Paragraph 57 of the Complaint are inconsistent with Resolution 160-2020, those allegations are denied.

58. HNH denies the allegations in Paragraph 58 of the Complaint.

59. HNH neither admits nor denies the allegations in Paragraph 59 of Complaint, but relies upon the unofficial record of the referenced Township Council meeting.

60. HNH refers to the referenced Special Emergency Directive No. 03-2020 for a true and accurate accounts of its contents. To the extent the allegations in Paragraph 60 of the Complaint are inconsistent with the referenced Special Emergency Directive No. 03-2020, those allegations are denied.

61. HNH refers to the referenced Special Emergency Directive No. 03-2020 for a true and accurate accounts of its contents. To the extent the allegations in Paragraph 61 of the Complaint are inconsistent with the referenced Special Emergency Directive No. 03-2020, those allegations are denied.

62. HNH refers to the referenced Special Emergency Directive No. 03-2020 for a true and accurate accounts of its contents. To the extent the allegations in Paragraph 62 of the Complaint are inconsistent with the referenced Special Emergency Directive No. 03-2020, those allegations are denied.

63. HNH refers to the referenced Special Emergency Directive No. 03-2020 for a true and accurate accounts of its contents. To the extent the allegations in Paragraph 63 of the Complaint are inconsistent with the referenced Special Emergency Directive No. 03-2020, those allegations are denied.

64. HNH refers to: (i) the referenced Special Emergency Directive No. 03-2020 for a true and accurate accounts of its contents, and (ii) the referend property for a true and accurate account of its boundaries. To the extent the allegations in Paragraph 64 of the Complaint are inconsistent with the referenced Special Emergency Directive and/or the boundaries of the referenced property, those allegations are denied.

65. HNH neither admits nor denies the allegations in Paragraph 65 of Complaint, but relies upon the unofficial record of the referenced Board meeting.

66. HNH neither admits nor denies the allegations in Paragraph 66 of Complaint, but relies upon the unofficial record of the referenced Board meeting.

67. HNH refers to the referenced Special Emergency Directive No. 03-2020 for a true and accurate accounts of its contents. To the extent the allegations in Paragraph 67 of the Complaint are inconsistent with the referenced Special Emergency Directive No. 03-2020, those allegations are denied.

68. HNH refers to the referenced Special Emergency Directive No. 03-2020 for a true and accurate accounts of its contents. To the extent the allegations in Paragraph 68 of the

Complaint are inconsistent with the referenced Special Emergency Directive No. 03-2020, those allegations are denied.

69. HNH denies the allegations in Paragraph 69 of the Complaint.

70. HNH denies the allegations in Paragraph 70 of the Complaint.

71. HNH refers to the referenced Zoning Permits for a true and accurate accounts of their contents. To the extent the allegations in Paragraph 71 of the Complaint are inconsistent with the referenced Zoning Permits, those allegations are denied.

72. HNH refers to the referenced Special Emergency Directive No. 03-2020 for a true and accurate accounts of its contents. To the extent the allegations in Paragraph 72 of the Complaint are inconsistent with the referenced Special Emergency Directive No. 03-2020, those allegations are denied.

73. HNH denies the allegations in Paragraph 73 of the Complaint.

74. HNH refers to the referenced Zoning Permits for a true and accurate accounts of their contents. To the extent the allegations in Paragraph 74 of the Complaint are inconsistent with the referenced Zoning Permits, those allegations are denied.

75. HNH refers to the referenced Zoning Permits for a true and accurate accounts of their contents. To the extent the allegations in Paragraph 75 of the Complaint are inconsistent with the referenced Zoning Permits, those allegations are denied.

76. HNH refers to the referenced Special Emergency Directive No. 03-2020 for a true and accurate accounts of its contents. To the extent the allegations in Paragraph 76 of the Complaint are inconsistent with the referenced Special Emergency Directive No. 03-2020, those allegations are denied.

77. HNH refers to the referenced Assembly Bill No. 5820 and Executive Order No. 244 for a true and accurate accounts of their contents. To the extent the allegations in Paragraph 77 of the Complaint are inconsistent with the referenced Assembly Bill No. 5820 and/or Executive Order No. 244, those allegations are denied.

78. HNH refers to the referenced Assembly Bill No. 5820 and Executive Order No. 244 for a true and accurate accounts of their contents. To the extent the allegations in Paragraph 78 of the Complaint are inconsistent with the referenced Assembly Bill No. 5820 and/or Executive Order No. 244, those allegations are denied. By way of further response, HNH states that Paragraph 78 of the Complaint contains a legal conclusion to which no response is required. To the extent a response is required, the allegations in Paragraph 78 are denied.

79. HNH states that Paragraph 79 of the Complaint contains a legal conclusion to which no response is required. To the extent a response is required, the allegations in Paragraph 79 are denied.

80. HNH refers to the referenced Special Emergency Directive No. 01-2021 for a true and accurate accounts of its contents. To the extent the allegations in Paragraph 80 of the Complaint are inconsistent with the referenced Special Emergency Directive No. 01-2021, those allegations are denied.

81. HNH states that Paragraph 81 of the Complaint contains a legal conclusion to which no response is required. To the extent a response is required, the allegations in Paragraph 81 are denied.

82. HNH admits the allegations in Paragraph 82 of the Complaint.

83. HNH admits the allegations in Paragraph 83 of the Complaint.

84. HNH refers to the referenced Financial Disclosure Statement for a true and accurate accounts of its contents. To the extent the allegations in Paragraph 84 of the Complaint are inconsistent with the referenced Financial Disclosure Statement, those allegations are denied.

85. HNH lacks sufficient knowledge or information to form a belief regarding the allegations in Paragraph 85 of the Complaint and leaves Plaintiffs to their proofs.

86. HNH admits the allegations in Paragraph 86 of the Complaint.

87. HNH lacks sufficient knowledge or information to form a belief regarding the allegations in Paragraph 87 of the Complaint and leaves Plaintiffs to their proofs.

88. Paragraph 88 of the Complaint contains a legal conclusion to which no response is required, and Plaintiffs are left to their proofs with respect to same.

89. HNH admits the allegations in Paragraph 89 of the Complaint.

90. HNH lacks sufficient knowledge or information to form a belief regarding the allegations in Paragraph 90 of the Complaint and leaves Plaintiffs to their proofs.

91. HNH lacks sufficient knowledge or information to form a belief regarding the allegations in Paragraph 91 of the Complaint and leaves Plaintiffs to their proofs.

92. HNH lacks sufficient knowledge or information to form a belief regarding the allegations in Paragraph 92 of the Complaint and leaves Plaintiffs to their proofs.

93. Paragraph 93 of the Complaint contains a legal conclusion to which no response is required, and Plaintiffs are left to their proofs with respect to same.

94. HNH refers to the referenced Ord. 22-2022 and Ord. 23-2022 for a true and accurate accounts of their contents. To the extent the allegations in Paragraph 94 of the Complaint are inconsistent with the referenced Ord. 22-2022 and/or Ord. 23-2022, those allegations are denied.

95. HNH neither admits nor denies the allegations in Paragraph 95 of Complaint, but relies upon the official record of the referenced Township meeting.

96. HNH admits the allegations in Paragraph 96 of the Complaint.

97. HNH neither admits nor denies the allegations in Paragraph 97 of the Complaint, but instead refers to the official record of the referenced public hearing, which speaks for itself.

98. HNH neither admits nor denies the allegations in Paragraph 98 of the Complaint, but instead refers to the official record of the referenced meeting, which speaks for itself.

99. HNH neither admits nor denies the allegations in Paragraph 99 of the Complaint, but instead refers to the official record of the referenced meeting, which speaks for itself.

100. HNH admits the allegations in Paragraph 100 of the Complaint.

101. HNH admits the allegations in Paragraph 101 of the Complaint.

102. HNH refers to the referenced complaint for a true and accurate accounts of its contents. To the extent the allegations in Paragraph 102 of the Complaint are inconsistent with the referenced complaint, those allegations are denied.

103. HNH refers to the referenced complaint for a true and accurate accounts of its contents. To the extent the allegations in Paragraph 103 of the Complaint are inconsistent with the referenced complaint, those allegations are denied.

104. HNH refers to the referenced complaint for a true and accurate accounts of its contents. To the extent the allegations in Paragraph 104 of the Complaint are inconsistent with the referenced complaint, those allegations are denied.

105. HNH admits that the Council introduced Ord. 22-2022 on May 17, 2022, which provides, in part, for the repeal of Ord. 9-2022. HNH denies the remaining allegations in Paragraph 105 of the Complaint.

106. HNH refers to the referenced Ord. 22-2022 for a true and accurate accounts of its contents. To the extent the allegations in Paragraph 106 of the Complaint are inconsistent with the referenced Ord. 22-2022, those allegations are denied.

107. HNH neither admits nor denies the allegations in Paragraph 107 of the Complaint, but instead refers to the official record of the referenced meeting, which speaks for itself.

108. HNH neither admits nor denies the allegations in Paragraph 108 of the Complaint, but instead refers to the official record of the referenced meeting, which speaks for itself.

109. HNH neither admits nor denies the allegations in Paragraph 109 of the Complaint, but instead refers to the official record of the referenced meeting, which speaks for itself.

110. Except to deny the alleged conflicts of interest, HNH neither admits nor denies the allegations in Paragraph 110 of the Complaint, but instead refers to the official record of the referenced meeting, which speaks for itself.

111. HNH refers to the referenced Ord. 22-2022 for a true and accurate accounts of its contents. To the extent the allegations in Paragraph 111 of the Complaint are inconsistent with the referenced Ord. 22-2022, those allegations are denied.

112. HNH refers to the referenced Ord. 22-2022 for a true and accurate accounts of its contents. To the extent the allegations in Paragraph 112 of the Complaint are inconsistent with the referenced Ord. 22-2022, those allegations are denied.

113. HNH refers to the referenced Ord. 22-2022 for a true and accurate accounts of its contents. To the extent the allegations in Paragraph 113 of the Complaint are inconsistent with the referenced Ord. 22-2022, those allegations are denied.

114. HNH refers to the referenced Ord. 22-2022 for a true and accurate accounts of its contents. To the extent the allegations in Paragraph 114 of the Complaint are inconsistent with

the referenced Ord. 22-2022, those allegations are denied. In further response, HNH refers to the official record of the referenced meeting, which speaks for itself.

115. HNH refers to the referenced Ord. 22-2022 for a true and accurate accounts of its contents. To the extent the allegations in Paragraph 115 of the Complaint are inconsistent with the referenced Ord. 22-2022, those allegations are denied. In further response, HNH refers to the official record of the referenced meeting, which speaks for itself.

116. HNH lacks sufficient knowledge or information to form a belief regarding the allegations in Paragraph 116 of the Complaint and leaves Plaintiffs to their proofs.

117. HNH states that Paragraph 117 of the Complaint contains a legal conclusion to which no response is required. To the extent a response is required, the allegations in Paragraph 117 are denied.

118. HNH admits the allegations in Paragraph 118 of the Complaint.

119. HNH refers to the referenced portions of the Teaneck Township Code for a true and accurate accounts of its contents. To the extent the allegations in Paragraph 119 of the Complaint are inconsistent with the referenced portions of the Teaneck Township Code, those allegations are denied.

120. HNH admits that Mayor Dunleavy, Kenneth Croonquist and Councilman Schwartz were respectively, Class I, Class II, and Class III members of the Planning Board on May 19, 2022. HNH denies the remaining allegations in Paragraph 120 of the Complaint.

121. Paragraph 121 of the Complaint contains a legal conclusion to which no response is required, and Plaintiffs are left to their proofs with respect to same.

122. HNH lacks sufficient knowledge or information to form a belief regarding the allegations in Paragraph 122 of the Complaint and leaves Plaintiffs to their proofs.

123. Paragraph 123 of the Complaint contains a legal conclusion to which no response is required, and Plaintiffs are left to their proofs with respect to same.

124. HNH lacks sufficient knowledge or information to form a belief regarding the allegations in Paragraph 124 of the Complaint and leaves Plaintiffs to their proofs.

125. HNH lacks sufficient knowledge or information to form a belief regarding the allegations in Paragraph 125 of the Complaint and leaves Plaintiffs to their proofs.

126. HNH lacks sufficient knowledge or information to form a belief regarding the allegations in Paragraph 126 of the Complaint and leaves Plaintiffs to their proofs.

127. HNH admits that the Township Council conducted a hearing on Ord. 22-2022 and Ord. 23-2022 on June 28, 2022. HNH denies the remaining allegations in Paragraph 127 of the Complaint.

128. HNH neither admits nor denies the allegations in Paragraph 128 of the Complaint, but instead refers to the official record of the public hearing, which speaks for itself.

129. HNH neither admits nor denies the allegations in Paragraph 129 of the Complaint, but instead refers to the official record of the public hearing, which speaks for itself.

130. HNH lacks sufficient knowledge or information to form a belief regarding the allegations in Paragraph 130 of the Complaint and leaves Plaintiffs to their proofs.

131. HNH lacks sufficient knowledge or information to form a belief regarding the allegations in Paragraph 131 of the Complaint and leaves Plaintiffs to their proofs.

132. HNH neither admits nor denies the allegations in Paragraph 132 of the Complaint, but instead refers to the official record of the public hearing, which speaks for itself.

133. HNH lacks sufficient knowledge or information to form a belief regarding the allegations in Paragraph 133 of the Complaint and leaves Plaintiffs to their proofs.

134. HNH lacks sufficient knowledge or information to form a belief regarding the allegations in Paragraph 134 of the Complaint and leaves Plaintiffs to their proofs.

135. HNH lacks sufficient knowledge or information to form a belief regarding the allegations in Paragraph 135 of the Complaint and leaves Plaintiffs to their proofs.

136. HNH lacks sufficient knowledge or information to form a belief regarding the allegations in Paragraph 136 of the Complaint and leaves Plaintiffs to their proofs.

137. HNH lacks sufficient knowledge or information to form a belief regarding the allegations in Paragraph 137 of the Complaint and leaves Plaintiffs to their proofs.

138. HNH denies the allegations in Paragraph 138 of the Complaint.

139. HNH neither admits nor denies the allegations in Paragraph 139 of the Complaint, but instead refers to the official record of the public hearing, which speaks for itself.

140. HNH neither admits nor denies the allegations in Paragraph 140 of the Complaint, but instead refers to the official record of the public hearing, which speaks for itself.

141. HNH lack sufficient knowledge or information regarding the matters of which Mr. Simon was aware and leaves Plaintiffs to their proofs. HNH denies the remaining allegations in Paragraph 141 of the Complaint.

142. HNH neither admits nor denies the allegations in Paragraph 142 of the Complaint, but instead refers to the official record of the public hearing, which speaks for itself.

143. HNH neither admits nor denies the allegations in Paragraph 143 of the Complaint, but instead refers to the official record of the public hearing, which speaks for itself.

144. HNH neither admits nor denies the allegations in Paragraph 144 of the Complaint, but instead refers to the official record of the public hearing, which speaks for itself.

145. Paragraph 145 of the Complaint contains a legal conclusion to which no response is required, and Plaintiffs are left to their proofs with respect to same.

146. HNH neither admits nor denies the allegations in Paragraph 146 of the Complaint, but instead refers to the official record of the public hearing, which speaks for itself.

147. HNH neither admits nor denies the allegations in Paragraph 147 of the Complaint, but instead refers to the official record of the public hearing, which speaks for itself.

148. Other than to deny Plaintiffs' characterization of the events that occurred at the meeting, HNH neither admits nor denies the allegations in Paragraph 148 of the Complaint, but instead refers to the official record of the public hearing, which speaks for itself.

149. HNH denies the allegations in Paragraph 149 of the Complaint.

150. HNH neither admits nor denies the allegations in Paragraph 150 of the Complaint, but instead refers to the official record of the public hearing, which speaks for itself.

151. HNH refers to the referenced Ord. 23-2022 for a true and accurate accounts of its contents. To the extent the allegations in Paragraph 151 of the Complaint are inconsistent with the referenced Ord. 23-2022, those allegations are denied.

152. Paragraph 152 of the Complaint contains a legal conclusion to which no response is required, and Plaintiffs are left to their proofs with respect to same.

153. HNH lacks sufficient knowledge or information to form a belief regarding the allegations in Paragraph 153 of the Complaint and leaves Plaintiffs to their proofs.

154. HNH lacks sufficient knowledge or information to form a belief regarding the allegations in Paragraph 154 of the Complaint and leaves Plaintiffs to their proofs.

155. HNH denies the allegations in Paragraph 155 of the Complaint.

AS TO THE FIRST COUNT

156. HNH repeats and realleges the answers contained in the preceding paragraphs as if stated fully herein.

157. HNH denies the allegations in Paragraph 157 of the Complaint.

158. HNH denies the allegations in Paragraph 158 of the Complaint.

159. HNH denies the allegations in Paragraph 159 of the Complaint.

160. HNH denies the allegations in Paragraph 160 of the Complaint.

161. HNH denies the allegations in Paragraph 161 of the Complaint.

162. HNH denies the allegations in Paragraph 162 of the Complaint.

163. HNH denies the allegations in Paragraph 163 of the Complaint.

164. HNH denies the allegations in Paragraph 164 of the Complaint.

165. HNH denies the allegations in Paragraph 165 of the Complaint.

166. HNH denies the allegations in Paragraph 166 of the Complaint.

167. HNH denies the allegations in Paragraph 167 of the Complaint.

168. HNH denies the allegations in Paragraph 168 of the Complaint.

169. HNH denies the allegations in Paragraph 169 of the Complaint.

170. HNH denies the allegations in Paragraph 170 of the Complaint.

171. HNH denies the allegations in Paragraph 171 of the Complaint.

172. HNH denies the allegations in Paragraph 172 of the Complaint.

WHEREFORE, Intervenor, Holy Name Medical Center, Inc., hereby demands judgment against plaintiffs Michael Akerman, Georgina B. Asante, Yaw Asante, Daniel Bellin, Rena Donin Schluskel, Yaron Hirschhorn, Rachel Kaye, Ashire Loike, Meryln Mark, Joseph Mark, Alan Rubinstein, David Schluskel, Marc Schluskel, and Shorana Shorana Schluskel, dismissing the

Complaint with prejudice and awarding costs of suit and attorneys' fees, as well as awarding such other and further relief as the Court deems equitable and just.

AS TO THE SECOND COUNT

173. HNH repeats and realleges the answers contained in the preceding paragraphs as if stated fully herein.

174. HNH denies the allegations in Paragraph 174 of the Complaint.

175. HNH denies the allegations in Paragraph 175 of the Complaint.

176. HNH denies the allegations in Paragraph 176 of the Complaint.

177. HNH denies the allegations in Paragraph 177 of the Complaint.

178. HNH denies the allegations in Paragraph 178 of the Complaint.

179. HNH denies the allegations in Paragraph 179 of the Complaint.

180. HNH denies the allegations in Paragraph 180 of the Complaint.

181. HNH denies the allegations in Paragraph 181 of the Complaint.

182. HNH denies the allegations in Paragraph 182 of the Complaint.

183. HNH denies the allegations in Paragraph 183 of the Complaint.

184. HNH denies the allegations in Paragraph 184 of the Complaint.

185. HNH denies the allegations in Paragraph 185 of the Complaint.

186. HNH denies the allegations in Paragraph 186 of the Complaint.

187. HNH denies the allegations in Paragraph 187 of the Complaint.

188. HNH denies the allegations in Paragraph 188 of the Complaint.

WHEREFORE, Intervenor, Holy Name Medical Center, Inc., hereby demands judgment against plaintiffs Michael Akerman, Georgina B. Asante, Yaw Asante, Daniel Bellin, Rena Donin Schlusssel, Yaron Hirschhorn, Rachel Kaye, Ashire Loike, Meryln Mark, Joseph Mark, Alan Rubinstein, David Schlusssel, Marc Schlusssel, and Shorana Shorana Schlusssel, dismissing

the Complaint with prejudice and awarding costs of suit and attorneys' fees, as well as awarding such other and further relief as the Court deems equitable and just.

AS TO THE THIRD COUNT

189. HNH repeats and realleges the answers contained in the preceding paragraphs as if stated fully herein.

190. HNH denies the allegations in Paragraph 190 of the Complaint.

191. HNH denies the allegations in Paragraph 191 of the Complaint.

192. HNH denies the allegations in Paragraph 192 of the Complaint.

193. HNH denies the allegations in Paragraph 193 of the Complaint.

194. HNH denies the allegations in Paragraph 194 of the Complaint.

195. HNH denies the allegations in Paragraph 195 of the Complaint.

196. HNH denies the allegations in Paragraph 196 of the Complaint.

197. HNH denies the allegations in Paragraph 197 of the Complaint.

198. HNH denies the allegations in Paragraph 198 of the Complaint.

199. HNH denies the allegations in Paragraph 199 of the Complaint.

200. HNH denies the allegations in Paragraph 200 of the Complaint.

201. HNH denies the allegations in Paragraph 201 of the Complaint.

202. HNH denies the allegations in Paragraph 202 of the Complaint.

203. HNH denies the allegations in Paragraph 203 of the Complaint.

204. HNH denies the allegations in Paragraph 204 of the Complaint.

205. HNH denies the allegations in Paragraph 205 of the Complaint.

WHEREFORE, Intervenor, Holy Name Medical Center, Inc., hereby demands judgment against plaintiffs Michael Akerman, Georgina B. Asante, Yaw Asante, Daniel Bellin, Rena Donin Schluskel, Yaron Hirschhorn, Rachel Kaye, Ashire Loike, Meryln Mark, Joseph Mark, Alan

Rubinstein, David Schlusssel, Marc Schlusssel, and Shorana Shorana Schlusssel, dismissing the Complaint with prejudice and awarding costs of suit and attorneys' fees, as well as awarding such other and further relief as the Court deems equitable and just.

AS TO THE FOURTH COUNT

206. HNH repeats and realleges the answers contained in the preceding paragraphs as if stated fully herein.

207. HNH denies the allegations in Paragraph 207 of the Complaint.

208. HNH denies the allegations in Paragraph 208 of the Complaint.

WHEREFORE, Intervenor, Holy Name Medical Center, Inc., hereby demands judgment against plaintiffs Michael Akerman, Georgina B. Asante, Yaw Asante, Daniel Bellin, Rena Donin Schlusssel, Yaron Hirschhorn, Rachel Kaye, Ashire Loike, Meryln Mark, Joseph Mark, Alan Rubinstein, David Schlusssel, Marc Schlusssel, and Shorana Shorana Schlusssel, dismissing the Complaint with prejudice and awarding costs of suit and attorneys' fees, as well as awarding such other and further relief as the Court deems equitable and just.

AS TO THE FIFTH COUNT

209. HNH repeats and realleges the answers contained in the preceding paragraphs as if stated fully herein.

210. HNH denies the allegations in Paragraph 210 of the Complaint.

211. HNH denies the allegations in Paragraph 211 of the Complaint.

212. HNH denies the allegations in Paragraph 212 of the Complaint.

213. HNH denies the allegations in Paragraph 213 of the Complaint.

214. HNH denies the allegations in Paragraph 214 of the Complaint.

215. HNH denies the allegations in Paragraph 215 of the Complaint.

216. HNH denies the allegations in Paragraph 216 of the Complaint.

217. HNH denies the allegations in Paragraph 217 of the Complaint.

WHEREFORE, Intervenor, Holy Name Medical Center, Inc., hereby demands judgment against plaintiffs Michael Akerman, Georgina B. Asante, Yaw Asante, Daniel Bellin, Rena Donin Schluskel, Yaron Hirschhorn, Rachel Kaye, Ashire Loike, Meryln Mark, Joseph Mark, Alan Rubinstein, David Schluskel, Marc Schluskel, and Shorana Shorana Schluskel, dismissing the Complaint with prejudice and awarding costs of suit and attorneys' fees, as well as awarding such other and further relief as the Court deems equitable and just.

AS TO THE SIXTH COUNT

218. HNH repeats and realleges the answers contained in the preceding paragraphs as if stated fully herein.

219. HNH denies the allegations in Paragraph 219 of the Complaint.

220. HNH denies the allegations in Paragraph 220 of the Complaint.

221. HNH denies the allegations in Paragraph 221 of the Complaint.

222. HNH denies the allegations in Paragraph 222 of the Complaint.

223. HNH denies the allegations in Paragraph 223 of the Complaint.

224. HNH denies the allegations in Paragraph 224 of the Complaint.

225. HNH denies the allegations in Paragraph 225 of the Complaint.

226. HNH denies the allegations in Paragraph 226 of the Complaint.

227. HNH denies the allegations in Paragraph 227 of the Complaint.

228. HNH denies the allegations in Paragraph 228 of the Complaint.

229. HNH denies the allegations in Paragraph 229 of the Complaint.

230. HNH denies the allegations in Paragraph 230 of the Complaint.

231. HNH denies the allegations in Paragraph 231 of the Complaint.

232. HNH denies the allegations in Paragraph 232 of the Complaint.

233. HNH denies the allegations in Paragraph 233 of the Complaint.

234. HNH denies the allegations in Paragraph 234 of the Complaint.

235. HNH denies the allegations in Paragraph 235 of the Complaint.

236. HNH denies the allegations in Paragraph 236 of the Complaint.

237. HNH denies the allegations in Paragraph 237 of the Complaint.

238. HNH denies the allegations in Paragraph 238 of the Complaint.

239. HNH denies the allegations in Paragraph 239 of the Complaint.

240. HNH denies the allegations in Paragraph 240 of the Complaint.

241. HNH denies the allegations in Paragraph 241 of the Complaint.

WHEREFORE, Intervenor, Holy Name Medical Center, Inc., hereby demands judgment against plaintiffs Michael Akerman, Georgina B. Asante, Yaw Asante, Daniel Bellin, Rena Donin Schlusssel, Yaron Hirschhorn, Rachel Kaye, Ashire Loike, Meryln Mark, Joseph Mark, Alan Rubinstein, David Schlusssel, Marc Schlusssel, and Shorana Shorana Schlusssel, dismissing the Complaint with prejudice and awarding costs of suit and attorneys' fees, as well as awarding such other and further relief as the Court deems equitable and just.

AS TO THE SEVENTH COUNT

242. HNH repeats and realleges the answers contained in the preceding paragraphs as if stated fully herein.

243. HNH admits the allegations in Paragraph 243 of the Complaint.

244. HNH denies the allegations in Paragraph 244 of the Complaint.

245. HNH denies the allegations in Paragraph 245 of the Complaint.

246. HNH denies the allegations in Paragraph 246 of the Complaint.

247. HNH denies the allegations in Paragraph 247 of the Complaint.

248. HNH denies the allegations in Paragraph 248 of the Complaint.

- 249. HNH denies the allegations in Paragraph 249 of the Complaint.
- 250. HNH denies the allegations in Paragraph 250 of the Complaint.
- 251. HNH denies the allegations in Paragraph 251 of the Complaint.
- 252. HNH denies the allegations in Paragraph 252 of the Complaint.
- 253. HNH denies the allegations in Paragraph 253 of the Complaint.
- 254. HNH denies the allegations in Paragraph 254 of the Complaint.
- 255. HNH denies the allegations in Paragraph 255 of the Complaint.
- 256. HNH denies the allegations in Paragraph 256 of the Complaint.
- 257. HNH denies the allegations in Paragraph 257 of the Complaint.
- 258. HNH denies the allegations in Paragraph 258 of the Complaint.
- 259. HNH denies the allegations in Paragraph 259 of the Complaint.
- 260. HNH denies the allegations in Paragraph 260 of the Complaint.
- 261. HNH denies the allegations in Paragraph 261 of the Complaint.
- 262. HNH denies the allegations in Paragraph 262 of the Complaint.
- 263. HNH admits the allegations in Paragraph 263 of the Complaint.
- 264. HNH admits the allegations in Paragraph 264 of the Complaint.
- 265. HNH denies the allegations in Paragraph 265 of the Complaint.
- 266. HNH denies the allegations in Paragraph 266 of the Complaint.
- 267. HNH denies the allegations in Paragraph 267 of the Complaint.
- 268. HNH denies the allegations in Paragraph 268 of the Complaint.
- 269. HNH denies the allegations in Paragraph 269 of the Complaint.

WHEREFORE, Intervenor, Holy Name Medical Center, Inc., hereby demands judgment against plaintiffs Michael Akerman, Georgina B. Asante, Yaw Asante, Daniel Bellin, Rena Donin

Schlussel, Yaron Hirschhorn, Rachel Kaye, Ashire Loike, Meryln Mark, Joseph Mark, Alan Rubinstein, David Schlusell, Marc Schlusell, and Shorana Shorana Schlusell, dismissing the Complaint with prejudice and awarding costs of suit and attorneys' fees, as well as awarding such other and further relief as the Court deems equitable and just.

AFFIRMATIVE DEFENSES

FIRST SEPARATE DEFENSE

The Complaint fails to state a claim upon which relief may be granted.

SECOND SEPARATE DEFENSE

Plaintiffs' claims are barred, in whole or in part, by the applicable statute of limitations.

THIRD SEPARATE DEFENSE

Plaintiffs' claims are barred, in whole or in part, by the doctrine of waiver.

FOURTH SEPARATE DEFENSE

Plaintiffs' claims are barred, in whole or in part, by the doctrine of estoppel.

FIFTH SEPARATE DEFENSE

Plaintiffs' claims are barred, in whole or in part, by the doctrine of laches.

SIXTH SEPARATE DEFENSE

Plaintiffs' claims are barred because they lack standing.

SEVENTH SEPARATE DEFENSE

Plaintiffs' claims are barred, in whole or in part, because the claims are not ripe.

EIGHTH SEPARATE DEFENSE

Plaintiffs' claims are barred, in whole or in part, by the doctrines of res judicata and/or collateral estoppel.

NINTH SEPARATE DEFENSE

Plaintiffs' claims are barred, in whole or in part, by the doctrine of unclean hands.

TENTH SEPARATE DEFENSE

Plaintiffs' claims are barred, in whole or in part, by the doctrine of necessity.

RESERVATION OF RIGHTS

HNH reserves the right to amend this Answer and to assert additional defenses and/or supplement, alter, or change this Answer upon the revelation of additional facts during and/or upon the completion of further discovery and investigation.

WHEREFORE, Intervenor, Holy Name Medical Center, Inc., hereby demands judgment against plaintiffs Michael Akerman, Georgina B. Asante, Yaw Asante, Daniel Bellin, Rena Donin Schlussel, Yaron Hirschhorn, Rachel Kaye, Ashire Loike, Meryln Mark, Joseph Mark, Alan Rubinstein, David Schlussel, Marc Schlussel, and Shorana Shorana Schlussel, dismissing the Complaint with prejudice and awarding costs of suit and attorneys' fees, as well as awarding such other and further relief as the Court deems equitable and just.

COLE SCHOTZ P.C.
*Attorneys for Intervenor, Holy Name
Medical Center, Inc.*

By: /s/ Michael C. Klauder
Michael C. Klauder

HARWOOD LLOYD LLC
*Attorneys for Intervenor, Holy Name
Medical Center, Inc.*

By: /s/ John W. McDermott
John W. McDermott

DATED: December 14, 2022

DESIGNATION OF TRIAL COUNSEL

Pursuant to the provisions of Rule 4:25-4, this court is hereby advised that Michael C. Klauder and John W. McDermott are designated as trial counsel for Intervenor, Holy Name Medical Center, Inc.

COLE SCHOTZ P.C.
*Attorneys for Intervenor, Holy Name
Medical Center, Inc.*

By: /s/ Michael C. Klauder
Michael C. Klauder

HARWOOD LLOYD LLC
*Attorneys for Intervenor, Holy Name
Medical Center, Inc.*

By: /s/ John W. McDermott
John W. McDermott

DATED: December 14, 2022

CERTIFICATION

The matter in controversy is subject to the pending action entitled Michael Akerman, et al. v. Township of Teaneck, et al., bearing Docket No. BER-L-2234-22. Other than that matter, I certify that the foregoing matter in controversy is not the subject of a pending action or arbitration proceeding, nor is any action or arbitration proceeding contemplated at this time. I further certify that, to the best of my knowledge, no other parties need be joined in this matter.

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).

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

/s/ Michael C. Klauder

Michael C. Klauder

DATED: December 14, 2022

Civil Case Information Statement

Case Details: BERGEN | Civil Part Docket# L-004361-22

Case Caption: AKERMAN MICHAEL VS TOWNSHIP OF TEANECK

Case Initiation Date: 08/10/2022

Attorney Name: MICHAEL CHARLES KLAUDER

Firm Name: COLE SCHOTZ PC

Address: COURT PLAZA NORTH 25 MAIN ST

HACKENSACK NJ 076017015

Phone: 2014893000

Name of Party: DEFENDANT : HOLY NAME MEDICAL CENTER, INC.

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

Case Type: ACTIONS IN LIEU OF PREROGATIVE WRITS

Document Type: Answer

Jury Demand: NONE

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: ALAN RUBINSTEIN? NO

Are sexual abuse claims alleged by: DAVID SCHLUSSEL? 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: MERYL MARK? NO

Are sexual abuse claims alleged by: JOSEPH MARK? 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)

12/14/2022

Dated

/s/ MICHAEL CHARLES KLAUDER

Signed