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COLE SCHOTZ P.C.

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Attorneys for Proposed Intervenor, Holy Name Medical Center, Inc.

MICHAEL AKERMAN, GEORGINA B.
ASANTE, YAW ASANTE, DANIEL
BELLIN, RENA DONIN SCHLUSSEL,
YARON HIRSCHKORN, RACHEL KAYE,
ASHIRA LOIKE, ALAN RUBENSTEIN,
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-2234-22

Civil Action

NOTICE OF MOTION TO INTERVENE

TO: Robert F. Simon, Esq.
Herold Law P.A.
25 Independence Boulevard
Warren, New Jersey 07059
Attorneys for Plaintiffs

Christos J. Diktas, Esq.
Diktas Gillen P.C.
596 Anderson Avenue, Suite 301
Cliffside Park, New Jersey 07010
Attorneys for Defendants

PLEASE TAKE NOTICE that on July 22, 2022 at 9:30 a.m., or as soon thereafter as
counsel can be heard, the undersigned, attorneys for proposed intervenor, Holy Name Medical

Center, Inc. (“HNH”), shall move before the Superior Court of New Jersey, Law Division, Bergen County, Hackensack, New Jersey, for entry of an Order granting HNH’s motion to intervene as a defendant in the above-captioned matter.

PLEASE TAKE FURTHER NOTICE that in support of its motion, HNH shall rely upon the accompanying letter brief and Certification of Michael R. Yellin, Esq., submitted herewith.

PLEASE TAKE FURTHER NOTICE that a copy of HNH’s proposed Answer and Case Information Statement is attached to the accompanying Certification of Michael R. Yellin, Esq. pursuant to Rule 4:33-3.

PLEASE TAKE FURTHER NOTICE that a proposed form of Order is submitted herewith.

PLEASE TAKE FURTHER NOTICE that HNH requests oral argument on the return date of this motion if opposition is filed.

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

By: /s/ Michael R. Yellin
Michael R. Yellin

DATED: June 24, 2022

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v.

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SUPERIOR COURT OF NEW JERSEY
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Civil Action

[PROPOSED] ORDER GRANTING HOLY NAME MEDICAL CENTER, INC.’S MOTION TO INTERVENE

THIS MATTER having been open to the Court by Cole Schotz P.C., attorneys for Holy Name Medical Center, Inc. (“HNH”), upon notice of motion to intervene pursuant to Rule 4:33-1 or, in the alternative, Rule 4:33-2; and the Court having read and considered the papers filed in support of the motion and in opposition thereto, if any; and the Court having heard the oral argument of counsel, if any; and for good cause shown,

IT IS on this ____ day of _____, 2022,

ORDERED that HNH’s motion to intervene be and the same hereby is GRANTED; and it is further

ORDERED that HNH shall file its proposed Answer and Affirmative Defenses to Complaint in Lieu of Prerogative Writs and Case Information Statement within ten (10) days of the date of this Order.

ORDERED that counsel for HNH shall serve a copy of this Order on all counsel of record within five (5) days of the date of this Order.

HON. _____, J.S.C.

Opposed ()
Unopposed ()

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Michael C. Klauder – Atty ID # 086632014
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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-2234-22

Civil Action

CERTIFICATION OF MICHAEL R. YELLIN, ESQ. IN SUPPORT OF HOLY NAME MEDICAL CENTER, INC.'S MOTION TO INTERVENE

MICHAEL R. YELLIN, of full age, hereby certifies as follows:

1. I am an attorney-at-law of the State of New Jersey and a member of the law firm Cole Schotz P.C., attorney for proposed intervenor Holy Name Medical Center, Inc. (“HNH”), in connection with the above-captioned matter. As such, I am fully familiar with the facts set forth herein and submit this Certification in support of HNH’s motion to intervene.

2. A true copy of Plaintiffs’ Complaint in Lieu of Prerogative Writs is attached hereto as **Exhibit A**.

3. A true copy of the Answer and Affirmative Defenses of Township of Teaneck is attached hereto as **Exhibit B**.

4. Pursuant to Rule 4:33-3, a true copy of HNH's proposed Answer and Affirmative Defenses to Complaint in Lieu of Prerogative Writs, together with the accompanying Case Information Statement, is attached hereto as **Exhibit C**.

I hereby 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 R. Yellin

MICHAEL R. YELLIN

DATED: June 24, 2022

EXHIBIT A

HEROLD LAW, P.A.

Robert F. Simon, Esq. (009461992)
25 Independence Boulevard
Warren, New Jersey 07059
Telephone: (908) 647-1022
Attorneys for Plaintiffs

MICHAEL AKERMAN, GEORGINA B. ASANTE, YAW ASANTE, DANIEL BELLIN, RENA DONIN SCHLUSSEL, YARON HIRSCHKORN, RACHEL KAYE, ASHIRA LOIKE, ALAN RUBINSTEIN, DAVID SCHLUSSEL, MARC SCHLUSSEL, AND SHORANA SCHLUSSEL,

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TOWNSHIP OF TEANECK AND
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Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION – BERGEN COUNTY

DOCKET NO.: BER-L-

CIVIL ACTION

**COMPLAINT IN LIEU OF
PREROGATIVE WRITS**

Plaintiffs, Michael Akerman, Georgina B. Asante, Yaw Asante, Daniel Bellin, Rena Donin Schlusssel, Yaron Hirschhorn, Rachel Kaye, Ashira Loike, Alan Rubinstein, David Schlusssel, Marc Schlusssel, and Shorana Schlusssel (collectively “Plaintiffs”), by way of Complaint in Lieu of Prerogative Writs (the “Complaint”), against Defendants, Township of Teaneck (the “Township”) and Township of Teaneck Planning Board (the “Board”) (collectively, “Defendants”), say:

NATURE OF ACTION

1. This action in lieu of prerogative writs primarily concerns the Township’s adoption of Ordinance No. 9-2022 (“Ord. 9-2022”), to amend and revise sections 33-22, -24, of Article V, Chapter 33, of the Township’s Development Regulations and Zoning Ordinance (the

“Ordinances”), regarding the expansion of the Township’s Hospital “H” Zoning District (the “H-Zone”).

2. The real property zoned and re-zoned by Ord. 9-2022, all located in the H-Zone, is owned and/or controlled by Holy Name Medical Center, Inc. (“HMH”), and identified on the Tax Maps of the Township as Block 3003, Lots 2, 3, 4, 8, 9, 10, 11, 12, 13, and 14; and Block 3002, Lots 2, 3, 4, 5, 6, 7 and 8 (jointly and severally, the “HMH Property”).

3. The H-Zone only contains properties owned and/or controlled by HMH.

4. In this action, Plaintiffs challenge the improper adoption of Ord. 9-2022 and the validity of the actions at the March 15, 2022 Township Council meeting wherein Ord. 9-2022 was arbitrarily, capriciously, improperly, and illegitimately adopted, in violation of law, including the Open Public Meetings Act, N.J.S.A. 10:4-6 et seq., (“OPMA”), the Municipal Land Use Law, N.J.S.A. 40:55D-1 et seq. (the “MLUL”), the Local Government Ethics Law, N.J.S.A. 40A:9-22.1 et seq. (the “LGEL”), and the Township Code of Ethics (the “Code of Ethics”).

5. Plaintiffs also challenge the validity of the action of the Board at its March 10, 2022 Board meeting wherein it improperly determined that Ord. 9-2022 was consistent with the goals and objectives of the Township’s Master Plan, despite the participation of multiple Board members suffering a disqualifying conflict of interest, in violation of the MLUL, the LGEL, and the Code of Ethics.

6. The adoption of Ord. 9-2022 was accomplished without consideration of the general welfare of the Township of Teaneck, does not advance the health, safety, or welfare of the Township’s residents and property owners, is not in the best interest of good zoning and planning, and was adopted contrary to the MLUL, the LGEL, the OPMA, and the Code of Ethics.

7. Plaintiffs seek, *inter alia*, judgment declaring Ord. 9-2022 invalid, void and contrary to law.

8. This Court has subject matter jurisdiction over Plaintiffs' claims in this Complaint pursuant to the MLUL and R. 4:69.

THE PARTIES

9. Defendant, Township of Teaneck, including the Township Council, the Mayor, Deputy Mayors (individually and collectively, the "Council"), Township Manager, Council members, and other municipal officials thereof (individually and collectively, the "Township"), is a municipal corporation of the State of New Jersey, having offices at 818 Teaneck Road, Teaneck, NJ 07666.

10. Defendant, Township of Teaneck Planning Board, including its Board members (individually and collectively the "Board"), is a municipal agency constituted by the Township pursuant to the MLUL, with offices at 818 Teaneck Road, Teaneck, NJ 07666.

11. Plaintiffs Michael Akerman and Rachel Kaye are individual residents of Teaneck and owners of the property located at 692 Grange Road, Teaneck, NJ 07666.

12. Plaintiffs Marc Schlusel and Shorana Schlusel are individual residents of Teaneck and the owners of the property located at 695 Grange Road, Teaneck, NJ 07666.

13. Plaintiffs David Schlusel and Rena Donin Schlusel are individual residents of Teaneck residing at 681 Grange Road, Teaneck, NJ 07666.

14. Plaintiff Alan Rubinstein is an individual resident of Teaneck and the owner of the property located at 3 Grange Court, Teaneck, NJ 07666.

15. Plaintiff Yaron Hirschorn is an individual resident of Teaneck and the owner of the property located at 728 Grange Road, Teaneck, NJ 07666.

16. Plaintiffs Daniel Bellin and Ashira Loike are individual residents of Teaneck and the owners of the property located at 135 Vandelinda Avenue, Teaneck, NJ 07666.

17. Plaintiffs Yaw Asante and Georgina B. Asante are individual residents of Teaneck and the owners of the property located at 140 Chadwick Road, Teaneck, NJ 07666.

RELEVANT FACTS

18. Upon information and belief, HNH has for many years sought to redevelop and expand its buildings, structures and facilities.

19. These efforts included the purchase of various properties that currently comprise the HNH Property.

20. At various times between 2019 and February 2022, HNH, including its agents, employees, and professionals, discussed and negotiated with the Township terms to expand HNH's buildings, structures and facilities within the HNH Property, to permit the vacation of a certain Township right of way in favor of HNH, and for an amendment of the Township Master Plan (the "Master Plan Amendment") and amendment of the Ordinances so to permit the development, redevelopment and expansion of HNH's buildings, structures and facilities within the HNH Property.

21. During said timeframe, the Council also formed a Holy Name Medical Center three-person subcommittee (the "Holy Name Medical Center Subcommittee") to engage in said discussions and negotiations with HNH to enact a Master Plan Amendment and an amendment of the Ordinances for the development, redevelopment and expansion of HNH's buildings, structures and facilities within the HNH Property, all to benefit HNH.

22. Elie Y. Katz ("Katz") is the First Deputy Mayor of the Township, a Member of the Council, a Member of the Holy Name Medical Center Subcommittee, and a Life Member of the Teaneck Volunteer Ambulance Corp ("TVAC").

23. The adoption of Ord. 9-2022 will directly benefit TVAC.

24. Mark J. Schwartz (“Schwartz”) is the Second Deputy Mayor of the Township, a Member of the Council, a Member of the Holy Name Medical Center Subcommittee, a Class III Member of the Planning Board, a 19-year Member of TVAC, and the Vice President of Operations, a Member of the Executive Committee, a Member of the Board of Directors of Yavneh Academy & Talmud Torah of Paterson (“Yavneh”), and Publisher of The Jewish Link Newspaper (the “Jewish Link”).

25. Katz and Schwartz were members of, and controlled, the Holy Name Medical Center Subcommittee.

26. HNH is a frequent paid advertiser in the Jewish Link.

27. The Jewish Link has published articles publicly supporting Ord. 9-2022.

28. Karen Orgen (“Orgen”) is a Member of the Township Council and a Life Member and former President of TVAC.

29. Orgen’s husband, Eric Orgen, is a Life Member and the current President of TVAC.

30. Upon information and belief, a family member of Orgen was recently hired by HNH.

31. James Dunleavy (“Dunleavy”) is the Mayor of the Township, and, upon information and belief, an employee of HNH from approximately 1999 to 2003.

32. On or about July 8, 2020, HNH and the Township issued a joint press release that disclosed a plan agreed to by HNH and the Township to expand the hospital and for HNH to donate monies to TVAC for TVAC equipment and supplies (the “Joint Press Release”).

33. The Joint Press Release disclosed, among things, that “[a]s part of the plan, the hospital [HNH] will pay \$10 million over 10 years in property, sewage and water taxes and fees

for property it owns in Teaneck. The hospital [HNH] will also cover the Township's annual contribution to the Teaneck Volunteer Ambulance Corps (TVAC) for the same number of years."

34. According to the Township Budget for the 2021, the Township paid \$70,000 to TVAC.

35. A similar annual amount has been paid by HNH to TVAC in 2018, 2019 and 2020.

36. Based on the contents of the Joint Press Release, HNH will be paying TVAC \$700,000 over a 10-year period, or \$70,000 annually.

37. The payments contemplated in the Joint Press Release do not preclude the Township from continuing to make its own (additional) \$70,000 annual contributions to TVAC.

38. The Township's annual contributions to TVAC are limited to \$70,000 pursuant to N.J.S.A. 40:5-2, which statutory limit does not apply to payments made by HNH.

39. As part of the agreement between HNH and the Township to facilitate the redevelopment and expansion plans for the HNH Property as sought by HNH, the Township negotiated with HNH for TVAC to receive from HNH a financial benefit; namely, HNH making the Township's annual contribution to TVAC.

40. As demonstrated by the contents of the Joint Press Release, the Township and HNH created a direct nexus between the Township's annual obligation to fund TVAC and HNH's expansion plans.

41. The Township and HNH negotiated HNH funding of the Township's annual financial obligations to TVAC for the benefit of TVAC, a private entity in which three (3) Council Members are Life Members, active Members, or former President.

42. Life Membership status in TVAC is an honor which acknowledges ten (10) years of active service to TVAC, and means that an individual remains a full member of TVAC even after their active participation ceases.

43. Just prior to the date of the Joint Press Release, HNH entered into a contract with Yavneh to purchase property located at Block 3002, Lot 6 in Teaneck, New Jersey, commonly known as 75 Chadwick Road, Teaneck, New Jersey 07666, for a purchase price of \$750,000 (the “Yavneh Property”).

44. Yavneh had purchased the Yavneh Property from 75 Chadwick LLC on December 29, 2017, for a purchase price of \$600,000.

45. The closing on the Yavneh Property occurred on or about July 20, 2020, twelve (12) days after the date of the Joint Press Release.

46. Schwartz, as the Vice President of Operations of Yavneh, was actively involved in the sale of the Yavneh Property by Yavneh to HNH.

47. The Township Council, at a meeting held on August 11, 2020, adopted Resolution 159-2020 by a unanimous vote of 6-0, authorizing Phillips, Preiss, Grygiel, Leheny, Hughes LLC, Planning and Real Estate Consultants (“Phillips Preiss”) to undertake a master plan reexamination report under the direction of the Planning Board for expansion of the Hospital Zone within the Township.

48. Katz abstained from voting on Resolution 159-2020, while Orgen, Dunleavy and Schwartz all voted in favor of Resolution 159-2020.

49. At the August 11, 2020 Township Council meeting, the Council adopted Resolution 160-2020 by a unanimous vote of 7-0, authorizing the Planning Board to undertake a master plan reexamination and prepare a report, including recommendations of proposed development regulations, regarding the Township’s H-Zone.

50. Katz, Orgen, Dunleavy and Schwartz all voted in favor of Resolution 160-2020.

51. At the August 11, 2020 meeting, Katz and Orgen emphasized their connection to TVAC and the importance of the organization.

52. Orgen's husband spoke at the Township Council meeting on August 11, 2020 in favor of Resolution 159-2020 and Resolution 160-2020, introducing himself to the Council as the President of TVAC and as a trustee of TVAC.

53. On November 17, 2020, the Township issued Special Emergency Directive No. 03-2020 (the "2020 Special Emergency Directive"). The 2020 Special Emergency Directive, among other things, authorized HNH "to construct a temporary parking lot to accommodate the anticipated parking needs for the second round of COVID-19 cases" on Block 3002, Lots 1-6 (the "Temporary Parking Lot").

54. Even though the Township offices were open and its land use boards were meeting via the Zoom virtual platform, the 2020 Special Emergency Directive asserts that given the COVID-19 health emergency, the "approval process to approve such proposed temporary emergency medical facilities has experienced extensive delays."

55. The 2020 Special Emergency Directive further asserts that the "provisions set forth in Chapter 33, Development Regulations of the Code of the Township of Teaneck... present a potential impediment to protect and maintain the health, safety, and welfare of New Jersey residents and visitors against the effects of COVID-19 with respect to the provision of emergency medical care."

56. The 2020 Special Emergency Directive defines "Temporary Emergency Medical Facilities" to include "parking lots, which are immediately necessary to care for and treat patients suffering from COVID-19 during the current health emergency."

57. The Yavneh Property that HNH bought four months earlier from Yavneh for \$150,000 more than Yavneh paid for it is part of the parcels that were included in the 2020 Special Emergency Directive.

58. At the March 10, 2022 Board meeting, the Board's traffic engineer, John Corak of Stonefield Engineering, testified regarding the parking requirements in Ord. 9-2022 and stated that HNH's parking needs during COVID-19 were less than its parking needs pre-COVID.

59. At that same March 10, 2022 Board meeting, Deputy Mayor Schwartz said that there is not a parking problem at HNH, and that there is plenty of parking, maybe due to COVID.

60. The 2020 Special Emergency Directive suspended "the procedural requirements for obtaining site plan, subdivision, and zoning approvals for the construction of temporary emergency medical facilities, including parking areas."

61. Although the 2020 Special Emergency Directive required that "Applications for temporary emergency medical facilities shall be submitted to Teaneck's Construction Code Official for processing" according to the Township's Construction Official, the applications were not filed by HNH with the Township until on or about Monday, April 19, 2021

62. The Township allowed the Temporary Parking Lot to be built by HNH prior to the filing by HNH of said applications for temporary emergency medical facilities.

63. The Temporary Parking Lot was built by HNH prior to the filing by HNH of said applications for temporary emergency medical facilities.

64. The Zoning Permits that were issued pursuant to the 2020 Special Emergency Directive were signed by the Township's Construction Official on May 14, 2021.

65. Although the 2020 Special Emergency Directive required that "all plans shall comply with the setback, coverage, height, floor area ratio, landscaping and other substantive criteria applicable for site plans, subdivisions and zoning, other than the provisions relating to

uses”, as the entirety of Lots 2-6 are gravel parking areas, the Temporary Parking Lot was permitted by the Township to be built, and was in fact built, without first complying with all applicable site plan and zoning criteria including but not limited to lot coverage limitations, landscaping, storm water or other substantive criteria that are required for the development and use of other properties within the Township.

66. The Temporary Parking Lot was built without complying with the New Jersey Department of Environmental Protection storm water requirements for water quality or for storm water runoff.

67. Four (4) zoning permits that were applied for by HNH on or about April 19, 2021 were issued by the Township's Construction Official on or about May 14, 2021, pursuant to the 2020 Special Emergency Directive – Zoning Permit Number 20210344 for Block 3002, Lot 2 (70 Cedar Lane), Zoning Permit Number 20210345 for Block 3002, Lot 4 (45 Chadwick Road), Zoning Permit Number 20210346 for Block 3002, Lot 5 (53 Chadwick Road), and Zoning Permit Number 20210347 for Block 3002, Lot 6 (75 Chadwick Road).

68. Each of these zoning permits was “Approved with Conditions” and stated in the additional comments directly above the signature of the Township's Construction Official that the permits “shall expire upon termination of the Health Emergency or Special Emergency Directive.”

69. The 2020 Special Emergency Directive states in subparagraph f. that “Any permits issued by the Construction Official under these temporary rules and regulations promulgated hereunder shall expire upon the termination of the health emergency or the termination of the Special Emergency Directive, whichever first occurs.”

70. On June 4, 2021, Governor Murphy signed Assembly Bill No. 5820 into law as P.L.2021, c.103 and issued Executive Order No. 244, which terminated the public health

emergency declared in Executive Order No. 103 (March 9, 2020). Executive Order No. 244 states in paragraphs 1 and 3 that “The Public Health Emergency declared in Executive Order No. 103 (2020) pursuant to EHPA, N.J.S.A. 26:13-1, et seq., is hereby terminated” and “This Order shall take effect immediately.”

71. Once the public health emergency was terminated by Governor Murphy on June 4, 2021, the temporary rules and regulations and procedural requirements that were suspended temporarily and purportedly authorized by the 2020 Special Emergency Directive were automatically reinstated by operation of law. This resulted in the expiration of the zoning permits issued to HNH.

72. On November 27, 2021, the Township of Teaneck improperly issued Special Emergency Directive No. 01-2021 (the “2021 Special Emergency Directive”) that ordered and directed that the procedural requirements necessary for obtaining site plan, subdivision, and zoning approvals would not apply to HNH for the construction of commercial parking areas primarily in a Residential Zone on 5 properties on Chadwick Road and Cedar Lane.

73. The 2021 Special Emergency Directive notes that procedural requirements are “temporarily suspended, *nunc pro tunc* [sic] from the date of the termination of the Public Health Emergency on June 4, 2021 and until the termination of the State of Emergency initially declared in Executive Order No. 103 (2020).”

74. The 2021 Special Emergency Directive improperly abrogated the MLUL and the rules and regulations of the New Jersey Department of Environmental Protection to the benefit of HNH.

75. On or about June 29, 2021, real property at 115 Chadwick Road, Block 3002, Lot 12, was listed for \$429,000, and months later sold for \$465,000 to Holy Name Real Estate Corp. (a subsidiary of HNH).

76. The real estate agent representing HNH for that transaction was Kenneth Croonquist, the Captain of Operations for the Teaneck Police Department, and the Board's Class II Board Member.

77. Croonquist and Schwartz voted for the Master Plan Amendment at the December 2021 Planning Board meeting, one month after the closing on the property for which Croonquist acted as real estate agent for HNH.

78. Ord. 9-2022 was introduced by the Council on or about February 22, 2022.

79. Ord. 9-2022 contemplates vacating portions of a public right of way, Chadwick Road, to HNH, whereby HNH would receive almost an acre of real property from the Township for its use without HNH having to pay appropriate consideration for same.

80. Prior to the March 10, 2022 Board meeting where Ordinance 9-2022 was to be considered by the Board pursuant to N.J.S.A. 40:55D-26, one of the Plaintiffs, David Schlusel, verbally informed Schwartz that he had a disqualifying conflict of interest as to Ordinance 9-2022 and requested that Schwartz recuse himself from the Board discussion of Ord. 9-2022.

81. Prior to the meeting, David Schlusel also informed the Chairman of the Planning Board, Joseph Bodner, about the conversation with Schwartz.

82. Plaintiff David Schlusel reiterated the disqualifying conflict of interest issue concerning Schwartz at the March 10, 2022 Planning Board meeting.

83. Schwartz improperly failed to recuse himself from the Board's consideration of Ordinance 9-2022 pursuant to N.J.S.A. 40:55D-26.

84. Plaintiffs were not aware of Board member Croonquist's disqualifying conflict of interest until after the March 10, 2022 Board meeting.

85. The conflict of interest issue was not addressed by Schwartz or Croonquist at the March 10, 2022 Board meeting, either prior or subsequent to the Board's consideration of Ordinance 9-2022 pursuant to N.J.S.A. 40:55D-26.

86. Notwithstanding their conflicts of interest, both Croonquist and Schwartz each participated on March 10, 2022 in the Board's discussion of Ord. 9-2022 and subsequently both voted to recommend that Ord. 9-2022 was consistent with the Township's Master Plan.

87. In fact, Schwartz moved the Board's motion to recommend that Ord. 9-2022 was consistent with the Township's Master Plan and Croonquist seconded the motion.

88. During the March 10, 2022 Board meeting, the Board noted the following recommendations for Ord. 9-2022: (i) fencing should be required along the entire western and southern boundaries of the H-Zone; (ii) parking space requirements should be revisited to make sure they are sufficient; (iii) any vehicular entrance to area MOB-4 of the H-Zone along Vandelinda Avenue shall be prohibited; (iv) that there be a physical control to limit traffic into HNH from Vandelinda Avenue; (v) objections as to some of the accessory uses permitted within the H-2 regulations; (vi) there should be no fees for any parking at HNH; and (vii) encouraging the removal of the obsolete boiler plant smokestack.

89. By letter from the Board attorney dated March 14, 2022 (the "Board Report"), the Board issued its report to the Council concerning Ord. 9-2022 as contemplated by N.J.S.A. 40:55D-26.

90. The Board Report noted only four (4) recommendations as to Ord. 9-2022, three (3) of which were more qualified and limited than the actual recommendations from the Board expressed at its March 10, 2022 meeting.

91. The Board's recommendations concerning the MOB-4 entrance, the smokestack, and the H-2 accessory uses were omitted entirely from the Board Report.

92. Prior to the March 15, 2022 Council meeting, an attorney representing certain Plaintiffs sent a letter dated March 14, 2022 to the Township, wherein it was requested that Orgen, Schwartz, and Katz recuse themselves from considering Ord. 9-2022 due to disqualifying conflicts of interest.

93. On March 15, 2022, at approximately 10:15 a.m., certain Plaintiffs filed with the Township Clerk 42 Protest Petitions (“Protest Petition”) along with a Professional Planner Certification by T. Andrew Thomas in opposition to proposed Ord. 9-2022, in accordance with N.J.S.A. 40:55D-63.

94. On March 15, 2022, at approximately 3:29 p.m., the Township acknowledged receipt by e-mail of one (1) additional protest petition (to be added to the previously filed Protest Petition) filed with the Municipal Clerk by certain Plaintiffs at approximately 1:31 p.m., with a hard copy of said additional protest petition filed at approximately 4:55 p.m.) in opposition to Ord. 9-2022, in accordance with N.J.S.A. 40:55D-63.

95. On March 15, 2022, the Township Council conducted a virtual hearing on Ord. 9-2022 via the Zoom virtual platform.

96. The Council improperly and arbitrarily failed to acknowledge the validity of the filed Protest Petition per N.J.S.A. 40:55D-63 at its March 15, 2022 meeting concerning Ord. 9-2022.

97. This is the third time in less than a year that the Township rejected properly filed petitions. The first petition case, Docket Number: BER-L-5526-21, was decided against the Township with an Order for Final Judgment on September 13, 2021. The second petition case, Docket Number: BER-L-5566-21, was decided against the Township with an Action in Lieu of Prerogative Writs on September 13, 2021.

98. The Council improperly and arbitrarily failed to consider the Board Report per N.J.S.A. 40:55D-26 at its March 15, 2022 meeting concerning Ord. 9-2022.

99. N.J.S.A. 40:49-2, which governs the procedure for passage of ordinances, requires that “all persons interested shall be given an opportunity to be heard concerning the ordinance. The opportunity to be heard shall include the right to ask pertinent questions concerning the ordinance by any resident of the municipality or any other person affected by the ordinance.”

100. At the March 15, 2022 virtual Council meeting, at least six (6) individuals (Ezra Katz, Charles Powers, Alan Rubinstein, David Schlusser, Rena Schlusser, and Ronnie Schlusser), all of whom had their “hands raised” indicating their request to participate in the mandatory public discussion of Ord. 9-2022, were intentionally overlooked and ignored, and were denied any opportunity to be heard on the record as to the public hearing on Ord. 9-2022 as required by law, including the OPMA.

101. In contrast, upon information and belief, every attendee of the virtual Council meeting on March 15, 2022 that supported Ord. 9-2022 was given a full opportunity to comment, as they each either displayed Zoom “names” including a message indicating the attendee’s public support for Ord. 9-2022, or were known by the Township Clerk, who controlled the order and identity of those speaking at the public hearing on Ord. 9-2022, to support its adoption.

102. Specifically, the first person to be allowed to speak was a former Teaneck Mayor and current, well-known HNH employee, and the last person allowed to speak was HNH’s Professional Planner.

103. At the March 15, 2022 public hearing on Ord. 9-2022, no discussion was held concerning the previously alleged conflicts of Katz, Schwartz and Orgen, except for a statement by Orgen just prior to a vote on the ordinance that she was recusing herself because an unnamed family member was recently employed by HNH.

104. No other members of the Council recused from voting on Ord. 9-2022, despite some having disqualifying conflicts of interest.

105. The motion to adopt Ord. 9-2022 was made by conflicted Council Member Deputy Mayor Schwartz, and seconded by conflicted Council Member Deputy Mayor Katz.

106. Ord. 9-2022 was approved and adopted on March 15, 2022 by the Council by a vote of 6-0-1, with Orgen being the only recusal.

COUNT I

THE BOARD'S ACTIONS WERE VIOLATIVE OF LAW

107. Plaintiffs repeat and re-allege the allegations of the preceding paragraphs as if set forth at length herein.

108. The December 16, 2021 amendment to the Master Plan failed to comply with N.J.S.A. 40:55D-28.

109. The Board improperly failed to acknowledge that Ord. 9-2022 is in certain respects inconsistent with the Township Master Plan.

110. The Board Report's recommendation that Ord. 9-2022 was consistent with the Master Plan was arbitrary, capricious, unreasonable, inaccurate, and unlawful.

111. The Board Report failed to accurately reflect the comments and opinions of the Board as expressed at its March 10, 2022 Board meeting concerning Ord. 9-2022.

112. Schwartz and Croonquist improperly failed to acknowledge that they each had conflicts of interest that precluded them at the March 10, 2022 Board meeting from participating in any discussion or vote as to Ord. 9-2022 pursuant to N.J.S.A. 40:55D-26, or any issuance of the Board Report in furtherance of same.

113. Croonquist's participation at the March 10, 2022 meeting concerning Ord. 9-2022 was unlawful and a violation of the LGEL, the MLUL, and the Code of Ethics.

114. Croonquist's unlawful participation at the March 10, 2022 meeting concerning Ord. 9-2022 irreparably tainted any Board action as to same and the Board Report.

115. Croonquist's unlawful participation requires the March 10, 2022 Board meeting concerning Ord. 9-2022, and the Board Report, to be invalidated in their entirety.

116. Schwartz's participation at the March 10, 2022 meeting concerning Ord. 9-2022 was unlawful and a violation of the LGEL, the MLUL, and the Code of Ethics.

117. Schwartz's unlawful participation at the March 10, 2022 meeting concerning Ord. 9-2022 irreparably tainted any Board action as to same and the Board Report.

118. Schwartz's unlawful participation requires the March 10, 2022 Board meeting concerning Ord. 9-2022, and the Board Report, to be invalidated in their entirety.

119. The Board's failure to address the disqualifying conflicts of interest for Schwartz and Croonquist pursuant to law and prior to its issuance of the Board Report was arbitrary, capricious, unreasonable, and unlawful, rendering the Board Report as invalid.

120. The Board's actions as to Ord. 9-2022 have deprived Plaintiffs of their right to an impartial quasi-judicial body and a fair proceeding.

121. As the Board Report was invalid as a matter of law, the adoption by the Council of Ord. 9-2020 was invalid as a matter of law.

WHEREFORE, Plaintiffs demand judgment against Defendants as follows:

- (a) Finding that the Board's actions at the Board's March 10, 2022 meeting concerning Ord. 9-2022 were arbitrary, capricious, unreasonable, and unlawful;
- (b) Finding that Croonquist and Schwartz suffered disqualifying conflicts of interest;
- (c) Enjoining and restraining Croonquist and Schwartz from further participation in any proceeding involving Ord. 9-2022 or the HNH Property;

- (d) Invalidating the Board Report and the actions of the Board at its March 10, 2022 meeting concerning Ord. 9-2022 as ultra vires and without effect;
- (e) Invalidating Ord. 9-2022;
- (f) For attorneys' fees, costs of suit and interest; and
- (g) For any and all such other relief as this Court deems equitable and just.

COUNT II

**IMPERMISSIBLE CONFLICTS OF
INTEREST**

122. Plaintiffs repeat and re-allege the allegations of the preceding paragraphs as if set forth at length herein.

123. The Township's refusal to address at the public hearing on Ord. 9-2022 the multiple disqualifying conflicts of interest of Council members was arbitrary, capricious, unreasonable, and a violation of law including the LGEL, the Code of Ethics, and the OPMA.

124. Katz suffered a disqualifying conflict of interest regarding Ord. 9-2022 and should have recused himself as to any consideration of Ord. 9-2022.

125. Despite Katz having a disqualifying conflict of interest regarding Ord. 9-2022, requiring him to recuse himself from publicly participating in the consideration of, or in the vote on, Ord. 9-2022, he improperly participated in the public hearing on Ord. 9-2022, in violation of law including the LGEL and the Code of Ethics.

126. Despite Katz having a disqualifying conflict of interest regarding Ord. 9-2022, requiring him to recuse himself from publicly participating in the consideration of, or in the vote on, Ord. 9-2022, he improperly voted on said ordinance, in violation of law including the LGEL and the Code of Ethics.

127. Katz's participation during the March 15, 2022 Council meeting regarding consideration of Ord. 9-2022 irreparably tainted any Council action as to same and requires the invalidation of Ord. 9-2022.

128. Schwartz suffered a disqualifying conflict of interest regarding Ord. 9-2022 and should have recused himself as to any consideration of Ord. 9-2022.

129. Despite Schwartz having a disqualifying conflict of interest regarding Ord. 9-2022, requiring him to recuse himself from publicly participating in the consideration of, or in the vote on, Ord. 9-2022, he improperly participated in the public hearing on Ord. 9-2022, in violation of law including the LGEL and the Code of Ethics.

130. Despite Schwartz having a disqualifying conflict of interest regarding Ord. 9-2022, requiring him to recuse himself from publicly participating in the consideration of, or in the vote on, Ord. 9-2022, he improperly voted on said ordinance, in violation of law including the LGEL and the Code of Ethics.

131. Schwartz's participation during the March 15, 2022 Council meeting regarding consideration of Ord. 9-2022 irreparably tainted any Council action as to same and requires the invalidation of Ord. 9-2022.

132. Dunleavy suffered a disqualifying conflict of interest regarding Ord. 9-2022 and should have recused himself as to any consideration of Ord. 9-2022.

133. Despite Dunleavy having a disqualifying conflict of interest regarding Ord. 9-2022, requiring him to recuse himself from publicly participating in the consideration of, or in the vote on, Ord. 9-2022, he improperly participated in the public hearing on Ord. 9-2022, in violation of law including the LGEL and the Code of Ethics.

134. Despite Dunleavy having a disqualifying conflict of interest regarding Ord. 9-2022, requiring him to recuse himself from publicly participating in the consideration of, or in

the vote on, Ord. 9-2022, he improperly voted on said ordinance, in violation of law including the LGEL and the Code of Ethics.

135. Dunleavy's participation during the March 15, 2022 Council meeting regarding consideration of Ord. 9-2022 irreparably tainted any Council action as to same and requires the invalidation of Ord. 9-2022.

136. Despite Orgen having a disqualifying conflict of interest regarding Ord. 9-2022, requiring her to recuse herself from publicly participating in the consideration of, or in the vote on, Ord. 9-2022, she improperly was present and participated in the public hearing on Ord. 9-2022, in violation of law including the LGEL and the Code of Ethics.

137. Orgen's presence and participation during the March 15, 2022 Council meeting regarding consideration of Ord. 9-2022 irreparably tainted any Council action as to same and requires the invalidation of Ord. 9-2022.

138. Upon information and belief, members of the Board and/or the Township, including the Mayor, both Deputy Mayors and members of the Township Council, participated in substantive discussions, meetings and negotiations with HNH and its employees, agents and representatives concerning development of the HNH Property, all prior to the introduction of Ord. 9-2022, and in violation of the OPMA.

139. Said participation by members of the Board and/or Council disqualified such members from hearing, participating in, deliberating upon or voting on Ord. 9-2022.

140. Given the conflicts of interest of certain members of the Council, Ord. 9-2022 would not have received the required, favorable vote of two-thirds of all the members of the governing body of the municipality following the filing of the Protest Petition, per N.J.S.A. 40:55D-63.

141. The Council's actions improperly deprived Plaintiffs of their right to an impartial legislative body and a fair proceeding.

142. Ord. 9-2022 is invalid as adopted contrary to law.

143. The Township's actions at the March 15, 2022 meeting as to Ord. 9-2022 were in violation of law and deprived Plaintiffs of their legal rights.

WHEREFORE, Plaintiffs demand judgment against Defendants as follows:

- (a) Finding that the Township's actions at the March 15, 2022 meeting concerning Ord. 9-2022 were arbitrary, capricious, unreasonable, and unlawful;
- (b) Finding that Katz, Schwartz, Dunleavy, Orgen and Croonquist suffered disqualifying conflicts of interest as to Ord. 9-2022;
- (c) Enjoining and restraining Katz, Schwartz, Dunleavy, Orgen and Croonquist from further participation in any proceeding involving Ord. 9-2022 or the HNH Property;
- (d) Invalidating Ord. 9-2022 and the actions of the Township at its March 15, 2022 meeting concerning Ord. 9-2022 as ultra vires and without effect;
- (e) For attorneys' fees, costs of suit and interest; and
- (f) For any and all such other relief as this Court deems equitable and just.

COUNT III

**FAILURE TO ACKNOWLEDGE THE
VALIDLY FILED PROTEST PETITION
PURSUANT TO N.J.S.A. 40:55D-63**

144. Plaintiffs repeat and re-allege the allegations of the preceding paragraphs as if set forth at length herein.

145. The Township's refusal to address, consider or acknowledge at the public hearing on Ord. 9-2022 the validity of the filed Protest Petition pursuant to N.J.S.A. 40:55D-63 was

arbitrary, capricious, unreasonable, and a violation of law, including Section 63 of the MLUL and the OPMA.

146. The Township's refusal to consider or acknowledge the Protest Petition deprived Plaintiffs of their legal rights.

147. Ord. 9-2022 is invalid, as adopted contrary to law.

WHEREFORE, Plaintiffs demand judgment against Defendants as follows:

- (a) Finding that the Township's actions at the March 15, 2022 meeting concerning Ord. 9-2022 were arbitrary, capricious, unreasonable, and unlawful;
- (b) Finding that Katz, Schwartz, Dunleavy, Orgen and Croonquist suffered disqualifying conflicts of interest as to Ord. 9-2022;
- (c) Enjoining and restraining Katz, Schwartz, Dunleavy, Orgen and Croonquist from further participation in any proceeding involving Ord. 9-2022 or the HNH Property;
- (d) Invalidating Ord. 9-2022 and the actions of the Township at its March 15, 2022 meeting concerning Ord. 9-2022 as ultra vires and without effect;
- (e) For attorneys' fees, costs of suit and interest; and
- (f) For any and all such other relief as this Court deems equitable and just.

COUNT IV

**FAILURE TO COMPLY WITH
N.J.S.A. 40:55D-26**

148. Plaintiffs repeat and re-allege the allegations of the preceding paragraphs as if set forth at length herein.

149. The Township's failure to review and consider at the public hearing on Ord. 9-2022 the Board Report pursuant to N.J.S.A. 40:55D-26 was arbitrary, capricious, unreasonable, and a violation of law, including the MLUL and the OPMA.

150. The Township's refusal to review and consider the Board Report at the public hearing on Ord. 9-2022 was improper and deprived Plaintiffs of their legal rights.

151. As the Board Report was invalid as a matter of law, the Council's adoption of Ord. 9-2020 was invalid.

152. Ord. 9-2022 is invalid, as adopted contrary to law.

WHEREFORE, Plaintiffs demand judgment against Defendants as follows:

- (a) Finding that the Township's actions at the March 15, 2022 meeting concerning Ord. 9-2022 were arbitrary, capricious, unreasonable, and unlawful;
- (b) Finding that Katz, Schwartz, Dunleavy, Orgen and Croonquist suffered disqualifying conflicts of interest as to Ord. 9-2022;
- (c) Enjoining and restraining Katz, Schwartz, Dunleavy, Orgen and Croonquist from further participation in any proceeding involving Ord. 9-2022 or the HNH Property;
- (d) Invalidating Ord. 9-2022 and the actions of the Township at its March 15, 2022 meeting concerning Ord. 9-2022 as ultra vires and without effect;
- (e) For attorneys' fees, costs of suit and interest; and
- (f) For any and all such other relief as this Court deems equitable and just.

COUNT V

**FAILURE TO COMPLY WITH
N.J.S.A. 40:55D-62**

153. Plaintiffs repeat and re-allege the allegations of the preceding paragraphs as if set forth at length herein.

154. Ord. 9-2022 was not drawn with reasonable consideration to the character of each district in the Township of Teaneck and its particular suitability for particular uses and to encourage the most appropriate use of land.

155. Ord. 9-2022 is invalid, as adopted contrary to law.

WHEREFORE, Plaintiffs demand judgment against Defendants as follows:

- (a) Finding that the Township's actions at the March 15, 2022 meeting concerning Ord. 9-2022 were arbitrary, capricious, unreasonable, and unlawful;
- (b) Finding that Katz, Schwartz, Dunleavy, Orgen and Croonquist suffered disqualifying conflicts of interest as to Ord. 9-2022;
- (c) Enjoining and restraining Katz, Schwartz, Dunleavy, Orgen and Croonquist from further participation in any proceeding involving Ord. 9-2022 or the HNH Property;
- (d) Invalidating Ord. 9-2022 and the actions of the Township at its March 15, 2022 meeting concerning Ord. 9-2022 as ultra vires and without effect;
- (e) For attorneys' fees, costs of suit and interest; and
- (f) For any and all such other relief as this Court deems equitable and just.

COUNT VI

VIOLATIONS OF THE OPMA

156. Plaintiffs repeat and re-allege the allegations of the preceding paragraphs as if set forth at length herein.

157. The Township's actions in adopting Ord. 9-2022 were in violation of the OPMA.

158. The Township's refusal to allow at least six (6) members of the public to comment on Ord. 9-2022, while allowing every attendee of the virtual Council meeting on March 15, 2022 that supported Ord. 9-2022 an opportunity to comment, as they each either displayed Zoom "names" including a message indicating the attendee's public support for Ord. 9-2022, or were known by the Township Clerk, who controlled the order and identity of those

speaking at the public hearing on Ord. 9-2022, was arbitrary, capricious, unreasonable, and unlawful, and in violation of the OPMA.

159. Ord. 9-2022, and the process by which it was adopted, are contrary to law, including, but not limited to, the provisions and requirements of the MLUL and the OPMA.

160. The Township's actions at the March 15, 2022 meeting were in violation of the OPMA, were arbitrary, capricious, unreasonable, unlawful, deprived Plaintiffs of their legal rights, and illegally tainted the public proceedings concerning Ord. 9-2022.

161. Ord. 9-2022 is invalid, as adopted contrary to law.

WHEREFORE, Plaintiffs demand judgment against Defendants as follows:

- (a) Finding that the Township's actions at the March 15, 2022 meeting concerning Ord. 9-2022 were arbitrary, capricious, unreasonable, and unlawful;
- (b) Finding that Katz, Schwartz, and Dunleavy, Orgen and Croonquist suffered disqualifying conflicts of interest as to Ord. 9-2022;
- (c) Enjoining and restraining Katz, Schwartz, Dunleavy, Orgen and Croonquist from further participation in any proceeding involving Ord. 9-2022 or the HNH Property;
- (d) Invalidating Ord. 9-2022 and the actions of the Township at its March 15, 2022 meeting concerning Ord. 9-2022 as ultra vires and without effect;
- (e) For attorneys' fees, costs of suit and interest; and
- (f) For any and all such other relief as this Court deems equitable and just.

COUNT VII

ILLEGAL GOVERNMENTAL ACTION

162. Plaintiffs repeat and re-allege the allegations of the preceding paragraphs as if set forth at length herein.

163. Upon information and belief, on or about April 24, 2021, the then Township Planner, Richard Preiss, sent an email to Katz and Schwartz stating: “why allowing them [HNH] to get their way, imperils the neighborhood, the Township, and most of all the two of you and other members of the council who may be tempted to go along with them.”

164. The Township bestowed illegal favoritism on HNH by improperly manipulating the public process that led to the adoption of Ord. 9-2022.

165. Upon information and belief, representatives of HNH initiated substantive discussions with representatives and officials of the Township concerning a plan for the redevelopment of the HNH Property to only benefit HNH.

166. The adoption of Ord. 9-2022 was intended to improperly bestow a private benefit, and was arbitrary, capricious, unreasonable, unconstitutional, and contrary to law.

167. Ord. 9-2022 improperly treats the HNH Property more favorably than other properties in the Township of Teaneck

168. Ord. 9-2022 does not maintain a relationship of mutual benefit among different land uses.

169. Ord. 9-2022 does not serve the common good or the general welfare.

170. Ord. 9-2022 is not compatible with, and does not further, a legitimate comprehensive land use scheme or plan for the zoning of the Township of Teaneck.

171. Ord. 9-2022, and the process by which it was adopted, are contrary to law, including, but not limited to, the provisions and requirements of the MLUL and the OPMA.

172. Ord. 9-2022 does not serve the purposes of zoning set forth in the MLUL.

173. In adopting Ord. 9-2022, the Township failed to provide adequate reasons in a resolution for acting inconsistent with, and not designed to effectuate the Land Use Element of the Master Plan.

174. The adoption of Ord. 9-2022 constitutes another example of improper favorable treatment of HNH and accommodations to HNH by the Township, including improperly allowing violations of the Ordinances and the MLUL to continue to go unabated by HNH, and to allow HNH to dictate and direct with the complicity of the Township HNH's intended current and future development of the HNH Property, all to the detriment of the surrounding neighborhood and the general welfare of the community.

175. Ord. 9-2022 inappropriately contemplates the Township conveying real property to HNH without HNH having to pay appropriate legal consideration for same.

176. HNH's ongoing advocacy for desired zoning regulations was the impetus for implementing Ord. 9-2022.

177. The actions of the Township improperly bestowed a private benefit upon HNH.

178. The Township improperly demonstrated favoritism toward HNH to the detriment of the public in adopting Ord. 9-2022.

179. The adoption of Ord. 9-2022 was tainted by biased and prejudiced public officials.

180. Ord. 9-2022 is arbitrary, capricious, unreasonable, unlawful, and confers an improper benefit upon HNH at the expense, and to the detriment, of Plaintiffs and the public.

181. Ord. 9-2022 constitutes illegal spot zoning.

182. The adoption of Ord. 9-2022 was arbitrary, capricious, unreasonable, and contrary to law.

183. Ord. 9-2022 is therefore void, of no effect, and invalid.

184. Ord. 9-2022 is to be declared void and without effect.

WHEREFORE, Plaintiffs demand judgment against Defendants as follows:

- (a) Finding that the Township's actions at the March 15, 2022 meeting concerning Ord. 9-2022 were arbitrary, capricious, unreasonable, and unlawful;
- (b) Finding that Katz, Schwartz, Dunleavy, Orgen and Croonquist suffered disqualifying conflicts of interest as to Ord. 9-2022;
- (c) Enjoining and restraining Katz, Schwartz, Dunleavy, Orgen and Croonquist from further participation in any proceeding involving Ord. 9-2022 or the HNH Property;
- (d) Invalidating Ord. 9-2022 and the actions of the Township at its March 15, 2022 meeting concerning Ord. 9-2022 as ultra vires and without effect;
- (e) For attorneys' fees, costs of suit and interest; and
- (f) For any and all such other relief as this Court deems equitable and just.

COUNT VIII

**DEPRIVATION OF RIGHTS PURSUANT TO
THE NEW JERSEY CONSTITUTION,
N.J.S.A. 10:6-1, *et seq.***

185. Plaintiffs repeat and re-allege the allegations of the preceding paragraphs as if set forth at length herein.

186. All actions taken by the Board and the Township were done under color of law.

187. The actions taken by the Board and the Township caused the deprivation of Plaintiffs' due process rights by denying Plaintiffs their Constitutionally-protected due process rights to a fair and unbiased hearing.

188. Plaintiffs' due process rights were established and well-settled at the time of the deprivation caused by the actions of the Board and the Township.

189. The arbitrary and predetermined findings of the Township and the Board deprived Plaintiffs of their Constitutionally-guaranteed right to due process and a fair hearing.

190. The Board refused to consider in an unbiased and fair manner evidence and legal arguments regarding disqualifying conflicts of interest.

191. The Board knew or should have known that Croonquist suffered a disqualifying conflict of interest.

192. The Board knew or should have known that Schwartz suffered a disqualifying conflict of interest.

193. The Board failed to act in good faith.

194. The Township refused to consider in an unbiased and fair manner evidence and legal arguments regarding disqualifying conflicts of interest, illegal spot zoning, and the Protest Petition.

195. The Township refused to allow certain public testimony in opposition to Ord. 9-2022 despite providing every opportunity for public testimony in support of Ord. 9-2022, therefore demonstrating a coordinated effort with HNH to deprive Plaintiffs of their statutory and constitutional rights.

196. The Township knew or should have known it was denying Plaintiffs their right to publicly comment in violation of the OPMA and N.J.S.A. 40:49-2.

197. The Township manipulated the public process and vote on Ord. 9-2022 in violation of law.

198. The Township knew or should have known that Schwartz suffered a disqualifying conflict of interest.

199. The Township knew or should have known that Katz suffered a disqualifying conflict of interest.

200. The Township knew or should have known that Dunleavy suffered a disqualifying conflict of interest.

201. The Township failed to act in good faith.

202. All attempts to obtain a fair hearing by Plaintiffs were futile due to the predetermined actions and decisions by the Board and Township.

203. The procedures, actions, and decisions of the Board and the Township which deprived Plaintiffs of their due process rights demonstrate egregious government misconduct that shocks the conscience.

204. The procedures, actions, and decisions of the Board and the Township resulting in the deprivation of Plaintiffs' rights were arbitrary, capricious, unreasonable, and a manifest abuse of power.

205. The procedures, actions, and decisions of the Township in approving Ord. 9-2022 were arbitrary, capricious, unreasonable, and a manifest abuse of power.

206. The actions of the Board and the Township constitute final decisions by the respective municipal bodies.

207. Plaintiffs reasonably expected to have the Defendants and its officials, employees and agents, as government officials, exercise its duty to properly act to protect Plaintiffs' constitutional due process, equal protection and property rights.

208. The actions of the Defendants and its officials, officers, employees, and agents, regarding Ord. 9-2022, were not logically or legally supportable, were arbitrary, capricious and unreasonable, were an abuse of discretion, and constitute a denial of the property and liberty rights of the Plaintiffs under color of state law and in violation of the Constitution of New Jersey and the New Jersey Civil Rights Act, N.J.S.A. 10:6-1 et seq. (the "NJ CRA").

209. Having acted without lawful warrant under color of state laws to deprive Plaintiffs of their constitutional rights, the Defendants are liable to Plaintiffs under the NJCRA and the New Jersey Constitution.

210. Plaintiffs were deprived of their rights to due process and equal protection, and were denied their right to fair and unbiased proceedings by the Board's and the Township's actions in furtherance of their illegal campaign to adopt Ord. 9-2022.

211. Said actions of Defendants rendered the Board's and the Township's findings as to Ord. 9-2022 and any other ordinances adopted in furtherance of same, as invalid, arbitrary, capricious, and contrary to law.

212. Plaintiffs are without alternative relief, administrative or otherwise, and therefore resort to intervention by the Court.

WHEREFORE, Plaintiffs demand judgment against Defendants as follows:

- (a) Finding that Defendants' actions resulted in an intentional deprivation of Plaintiffs' rights;
- (b) Finding that Katz, Schwartz, Dunleavy, Orgen and Croonquist suffered disqualifying conflicts of interest;
- (c) Enjoining and restraining Katz, Schwartz, Dunleavy, Orgen and Croonquist from further participation in any proceeding involving Ord. 9-2022 or the HNH Property;
- (d) Invalidating the actions of the Board at its March 10, 2022 meeting as to Ord. 9-2022 as ultra vires and without effect;
- (e) Invalidating the actions of the Township at its March 15, 2022 meeting as to Ord. 9-2022 as ultra vires and without effect;
- (f) Invalidating Ord. 9-2022;

- (g) Damages pursuant to N.J.S.A. 10:6-1, *et seq.*;
- (h) For reasonable attorney's fees and expert fees pursuant to N.J.S.A. 10:6-2(f);
- (i) For attorneys' fees, costs of suit and interest; and
- (j) For any and all such other relief as this Court deems equitable and just.

HEROLD LAW, P.A.
Attorneys for Plaintiffs

By: /s/ Robert F. Simon
Robert F. Simon

Dated: April 21, 2022

DESIGNATION OF TRIAL COUNSEL

Pursuant to R. 4:25-4, Robert F. Simon, Esq. is hereby designated as trial counsel for Plaintiffs.

HEROLD LAW, P.A.
Attorneys for Plaintiffs

By: /s/ Robert F. Simon
Robert F. Simon

Dated: April 21, 2022

CERTIFICATION PURSUANT TO RULE 4:5-1

I hereby certify that there are no related matters currently pending in any Court of competent jurisdiction. I further certify that I know of no other parties who should be joined in this matter at the present time.

HEROLD LAW, P.A.
Attorneys for Plaintiffs

By: /s/ Robert F. Simon
Robert F. Simon

Dated: April 21, 2022

CERTIFICATION PURSUANT TO RULE 4:69-4

I hereby certify that all necessary transcripts of local agency proceedings in this cause have been ordered.

HEROLD LAW, P.A.
Attorneys for Plaintiffs

By: /s/ Robert F. Simon
Robert F. Simon

Dated: April 21, 2022

EXHIBIT B

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Plaintiffs,

vs.

TOWNSHIP OF TEANECK and TOWNSHIP OF TEANECK PLANNING BOARD,

Defendants.

X SUPERIOR COURT OF NEW JERSEY
: LAW DIVISION: BERGEN COUNTY

DOCKET NO.: BER- L-2234-22

CIVIL ACTION

**ANSWER AND AFFIRMATIVE
DEFENSES OF
TOWNSHIP OF TEANECK**

X

TOWNSHIP OF TEANECK, having its offices at 818 Teaneck Road in the township of Teaneck, County of Bergen, State of New Jersey by way of answer to the Complaint in lieu of prerogative writs says:

NATURE OF THE ACTION

1. Defendant is without sufficient knowledge or information to form a belief regarding the nature of plaintiffs' action and leaves plaintiffs to their proofs.
2. Defendant neither admits nor denies the allegations regarding the legal effect or meaning of Ordinance 9-2022 but relies upon the content the Ordinance, which speaks for itself.

Defendant lacks sufficient knowledge or information to form a belief regarding ownership and/or control of the real property identified in paragraph 2 and leaves plaintiffs to their proofs.

3. Defendant lacks sufficient knowledge or information to form a belief regarding ownership and/or control of the real property referenced in paragraph 3 and leaves plaintiffs to their proofs.

4. Defendant is without sufficient knowledge or information to form a belief regarding the nature of plaintiffs' legal challenge and leaves plaintiffs to their proofs. The remaining allegations set forth in paragraph 4 are denied.

5. Defendant is without sufficient knowledge or information to form a belief regarding the nature of plaintiffs' legal challenge and leaves plaintiffs to their proofs. The remaining allegations set forth in paragraph 5 are denied.

6. The remaining allegations set forth in paragraph 6 are denied.

7. Defendant is without sufficient knowledge or information to form a belief regarding the nature of relief sought by plaintiffs and leaves plaintiffs to their proofs but it is denied that plaintiffs are entitled to judgment against this defendant.

8. It is admitted that this Court has jurisdiction over the subject matter of plaintiffs' Complaint.

THE PARTIES

9. It is admitted that the Township of Teaneck is a municipal corporation of the State of New Jersey with offices at the location identified in paragraph 9 and that members of the Township Council, the Mayor, Deputy Mayors and Township Manager are officials of the municipality. The remaining allegations set forth in paragraph 9 are denied.

10. It is admitted that the Township of Teaneck Planning Board is a municipal agency of the Township of Teaneck. The remaining allegations set forth in paragraph 10 are denied.

11. Defendant lacks sufficient knowledge or information to form a belief regarding the allegations set forth in paragraph 11 and leaves plaintiffs to their proofs.

12. Defendant lacks sufficient knowledge or information to form a belief regarding the allegations set forth in paragraph 12 and leaves plaintiffs to their proofs.

13. Defendant lacks sufficient knowledge or information to form a belief regarding the allegations set forth in paragraph 13 and leaves plaintiffs to their proofs.

14. Defendant lacks sufficient knowledge or information to form a belief regarding the allegations set forth in paragraph 14 and leaves plaintiffs to their proofs.

15. Defendant lacks sufficient knowledge or information to form a belief regarding the allegations set forth in paragraph 15 and leaves plaintiffs to their proofs.

16. Defendant lacks sufficient knowledge or information to form a belief regarding the allegations set forth in paragraph 16 and leaves plaintiffs to their proofs.

17. Defendant lacks sufficient knowledge or information to form a belief regarding the allegations set forth in paragraph 17 and leaves plaintiffs to their proofs.

RELEVANT FACTS

18. Defendant lacks sufficient knowledge or information to form a belief regarding the allegations set forth in paragraph 19 and leaves plaintiffs to their proofs.

19. Defendant lacks sufficient knowledge or information to form a belief regarding the allegations set forth in paragraph 19 and leaves plaintiffs to their proofs.

20. It is admitted that on occasions between 2019 and 2022 representatives of Holy Name Medical Center informed representatives of the Township of Teaneck of the medical center's desire to expand its operations. The remaining allegations set forth in paragraph 20 are denied.

21. It is admitted that the Council formed a subcommittee to address matters pertaining to Holy

Name Medical Center. The remaining allegations set forth in paragraph 21 are denied.

22. The allegations set forth in paragraph 22 are admitted.

23. The allegations set forth in paragraph 23 are denied.

24. The allegations set forth in paragraph 24 are admitted.

25. It is admitted that Deputy Mayor Katz and Deputy Mayor Schwartz were members of the Township Council subcommittee. The remaining allegations set forth in paragraph 25 are denied.

26. Upon information and belief, the allegations set forth in paragraph 26 are denied.

27. Defendant lacks sufficient knowledge or information to form a belief regarding the allegations set forth in paragraph 27 and leaves plaintiffs to their proofs.

28. The allegations set forth in paragraph 28 are admitted.

29. Upon information and belief, the allegations set forth in paragraph 29 are admitted.

30. Upon information and belief, the allegations set forth in paragraph 30 are admitted.

31. The allegations set forth in paragraph 31 are admitted.

32. The allegations set forth in paragraph 32 are denied.

33. The allegations set forth in paragraph 33 are denied.

34. Defendant neither admits nor denies the allegations regarding the Township budget but relies upon the content the budget, which speaks for itself.

35. Defendant lacks sufficient knowledge or information to form a belief regarding the allegations set forth in paragraph 35 and leaves plaintiffs to their proofs.

36. The allegations set forth in paragraph 36 are denied.

37. The allegations set forth in paragraph 37 are denied.

38. The allegations set forth in paragraph 38 state a legal conclusion to which no response from this defendant is required and plaintiffs are left to their proofs.

39. The allegations set forth in paragraph 39 are denied.
40. The allegations set forth in paragraph 40 are denied.
41. The allegations set forth in paragraph 41 are denied.
42. Defendant lacks sufficient knowledge or information to form a belief regarding the allegations set forth in paragraph 42 and leaves plaintiffs to their proofs.
43. Defendant lacks sufficient knowledge or information to form a belief regarding the allegations set forth in paragraph 43 and leaves plaintiffs to their proofs.
44. Defendant lacks sufficient knowledge or information to form a belief regarding the allegations set forth in paragraph 44 and leaves plaintiffs to their proofs.
45. Defendant lacks sufficient knowledge or information to form a belief regarding the allegations set forth in paragraph 45 and leaves plaintiffs to their proofs.
46. Defendant lacks sufficient knowledge or information to form a belief regarding the allegations set forth in paragraph 46 and leaves plaintiffs to their proofs.
47. Defendant neither admits nor denies the allegations regarding Resolution 159-2020 but relies upon the content the Resolution, which speaks for itself.
48. The allegations set forth in paragraph 48 are admitted.
49. Defendant neither admits nor denies the allegations regarding Resolution 160-2020 but relies upon the content the Resolution, which speaks for itself.
50. The allegations set forth in paragraph 50 are admitted.
51. The allegations set forth in paragraph 51 are denied.
52. Defendant neither admits nor denies the allegations set forth in paragraph 52 but relies upon the official record of Council's meeting.
53. Defendant admits Special Emergency Directive No. 03-2020 was issued by the Township's

Manager and Office of Emergency Management Coordinator on November 17, 2020 and relies upon the content thereof, which speaks for itself.

54. Defendant nether admits nor denies the allegations set forth in paragraph 54 but relies upon the content of Special Emergency Directive No. 03-2020, which speaks for itself.

55. Defendant nether admits nor denies the allegations set forth in paragraph 55 but relies upon the content of Special Emergency Directive No. 03-2020, which speaks for itself.

56. Defendant nether admits nor denies the allegations set forth in paragraph 56 but relies upon the content of Special Emergency Directive No. 03-2020, which speaks for itself.

57. Defendant lacks sufficient knowledge or information to form a belief regarding the allegations set forth in paragraph 57 and leaves plaintiffs to their proofs.

58. Defendant neither admits nor denies the allegations set forth in paragraph 58 but relies upon the official record of Planning Board meeting.

59. Defendant neither admits nor denies the allegations set forth in paragraph 59 but relies upon the official record of Planning Board meeting.

60. Defendant nether admits nor denies the allegations set forth in paragraph 60 but relies upon the content of Special Emergency Directive No. 03-2020, which speaks for itself.

61. Defendant nether admits nor denies the allegations set forth in paragraph 61 but relies upon the content of Special Emergency Directive No. 03-2020, which speaks for itself.

62. Upon information and belief, the allegations set forth in paragraph 62 are denied.

63. Upon information and belief, the allegations set forth in paragraph 63 are denied.

64. Defendant lacks sufficient knowledge or information to form a belief regarding the allegations set forth in paragraph 64 and leaves plaintiffs to their proofs.

65. Defendant nether admits nor denies the allegations set forth in paragraph 65 but relies upon

the content of Special Emergency Directive No. 03-2020, which speaks for itself.

66. Defendant lacks sufficient knowledge or information to form a belief regarding the allegations set forth in paragraph 66 and leaves plaintiffs to their proofs.

67. Defendant lacks sufficient knowledge or information to form a belief regarding the allegations set forth in paragraph 67 and leaves plaintiffs to their proofs.

68. Defendant nether admits nor denies the allegations set forth in paragraph 68 but relies upon the content of the permits referenced therein, which speak for themselves.

69. Defendant nether admits nor denies the allegations set forth in paragraph 69 but relies upon the content of Special Emergency Directive No. 03-2020, which speaks for itself.

70. Defendant nether admits nor denies the allegations set forth in paragraph 70 but relies upon the content of the bill and Executive Order referenced therein, which speak for themselves.

71. Defendant lacks sufficient knowledge or information to form a belief regarding the allegations set forth in paragraph 80 and leaves plaintiffs to their proofs.

72. The allegations set forth in paragraph 72 are denied.

73. Defendant nether admits nor denies the allegations set forth in paragraph 73 but relies upon the content of Special Emergency Directive No. 01-2021, which speaks for itself.

74. The allegations set forth in paragraph 74 are denied.

75. Defendant lacks sufficient knowledge or information to form a belief regarding the allegations set forth in paragraph 75 and leaves plaintiffs to their proofs.

76. Defendant lacks sufficient knowledge or information to form a belief regarding the allegations set forth in paragraph 76 and leaves plaintiffs to their proofs.

77. Defendant lacks sufficient knowledge or information to form a belief regarding the allegations set forth in paragraph 77 and leaves plaintiffs to their proofs.

78. The allegations set forth in paragraph 78 are admitted.

79. Defendant neither admits nor denies the allegations set forth in paragraph 79 but relies upon the content of Ordinance 9-2022, which speaks for itself.

80. Defendant lacks sufficient knowledge or information to form a belief regarding the allegations set forth in paragraph 80 and leaves plaintiffs to their proofs.

81. Defendant lacks sufficient knowledge or information to form a belief regarding the allegations set forth in paragraph 81 and leaves plaintiffs to their proofs.

82. Defendant lacks sufficient knowledge or information to form a belief regarding the allegations set forth in paragraph 82 and leaves plaintiffs to their proofs.

83. The allegations set forth in paragraph 83 are denied.

84. Defendant lacks sufficient knowledge or information to form a belief regarding the allegations set forth in paragraph 84 and leaves plaintiffs to their proofs.

85. The allegations set forth in paragraph 85 are denied.

86. Except to deny the allegation of conflict of interest, defendant lacks sufficient knowledge or information to form a belief regarding the allegations set forth in paragraph 86 and leaves plaintiffs to their proofs.

87. Defendant lacks sufficient knowledge or information to form a belief regarding the allegations set forth in paragraph 87 and leaves plaintiffs to their proofs.

88. Defendant lacks sufficient knowledge or information to form a belief regarding the allegations set forth in paragraph 88 and leaves plaintiffs to their proofs.

89. Defendant neither admits nor denies the allegations set forth in paragraph 89 but relies upon the content of counsel's letter dated March 14, 2022, which speaks for itself.

90. Defendant neither admits nor denies the allegations set forth in paragraph 90 but relies upon

the content of counsel's letter dated March 14, 2022, which speaks for itself.

91. Defendant nether admits nor denies the allegations set forth in paragraph 91 but relies upon the content of counsel's letter dated March 14, 2022, which speaks for itself.

92. Defendant nether admits nor denies the allegations set forth in paragraph 92 but relies upon the content of counsel's letter dated March 14, 2022, which speaks for itself.

93. It is admitted that documents entitled "Protest Petitions" and a Certification of T. Andrew Thomas were delivered to the Township Clerk at the specified date and time by the "Good Neighbors of Teaneck." The remaining allegations set forth in paragraph 93 are denied.

94. Upon information and belief, the allegations set forth in paragraph 94 are admitted.

95. The allegations set forth in paragraph 95 are admitted except it is denied that the Zoom platform was the exclusive means of access to the Township Council meeting.

96. The allegations set forth in paragraph 96 are denied.

97. Defendant nether admits nor denies the allegations set forth in paragraph 97 but relies upon the record of the litigation proceedings identified therein, which speaks for themselves.

98. The allegations set forth in paragraph 98 are denied.

99. Defendant nether admits nor denies the allegations set forth in paragraph 99 but relies upon the statute referenced therein, which speaks for itself.

100. The allegations set forth in paragraph 100 are denied.

101. It is admitted that members of the public were given full opportunity to express their comments at the Council meeting on March 15, 2022. The remaining allegations set forth in paragraph 101 are denied.

102. Defendant nether admits nor denies the allegations set forth in paragraph 102 but relies upon the official record of the meeting, which speaks for itself.

103. Defendant nether admits nor denies the allegations set forth in paragraph 103 but relies upon the official record of the meeting, which speaks for itself.

104. Except to deny the allegation regarding disqualifying conflicts of interest, defendant nether admits nor denies the allegations set forth in paragraph 104 but relies upon the official record of the meeting, which speaks for itself.

105. Except to deny the allegation regarding disqualifying conflicts of interest, defendant nether admits nor denies the allegations set forth in paragraph 105 but relies upon the official record of the meeting, which speaks for itself.

106. The allegations set forth in paragraph 106 are admitted.

COUNT I

107. Defendant repeats and realleges its response to each and every allegation made in paragraphs 1 through 106 and incorporates same herein as if set forth at length.

108. The allegations set forth in paragraph 108 are denied.

109. The allegations set forth in paragraph 109 are denied.

110. The allegations set forth in paragraph 110 are denied.

111. The allegations set forth in paragraph 111 are denied.

112. The allegations set forth in paragraph 112 are denied.

113. The allegations set forth in paragraph 113 are denied.

114. The allegations set forth in paragraph 114 are denied.

115. The allegations set forth in paragraph 115 are denied.

116. The allegations set forth in paragraph 116 are denied.

117. The allegations set forth in paragraph 117 are denied.

118. The allegations set forth in paragraph 118 are denied.

119. The allegations set forth in paragraph 119 are denied.

120. The allegations set forth in paragraph 120 are denied.

121. The allegations set forth in paragraph 121 are denied.

WHEREFORE defendant demands judgment dismissing plaintiffs' Complaint in its entirety and awarding defendant such relief as the Court may deem just and equitable, including counsel fees and costs of suit.

COUNT II

122. Defendant repeats and realleges its response to each and every allegation made in paragraphs 1 through 121 and incorporates same herein as if set forth at length.

123. The allegations set forth in paragraph 123 are denied.

124. The allegations set forth in paragraph 124 are denied.

125. The allegations set forth in paragraph 125 are denied.

126. The allegations set forth in paragraph 126 are denied.

127. The allegations set forth in paragraph 127 are denied.

128. The allegations set forth in paragraph 128 are denied.

129. The allegations set forth in paragraph 129 are denied.

130. The allegations set forth in paragraph 130 are denied.

131. The allegations set forth in paragraph 131 are denied.

132. The allegations set forth in paragraph 132 are denied.

133. The allegations set forth in paragraph 133 are denied.

134. The allegations set forth in paragraph 134 are denied.

135. The allegations set forth in paragraph 135 are denied.

136. The allegations set forth in paragraph 136 are denied.

137. The allegations set forth in paragraph 137 are denied.

138. The allegations set forth in paragraph 138 are denied.

139. The allegations set forth in paragraph 139 are denied.

140. The allegations set forth in paragraph 140 are denied.

141. The allegations set forth in paragraph 141 are denied.

142. The allegations set forth in paragraph 142 are denied.

143. The allegations set forth in paragraph 143 are denied.

WHEREFORE defendant demands judgment dismissing plaintiffs' Complaint in its entirety and awarding defendant such relief as the Court may deem just and equitable, including counsel fees and costs of suit.

COUNT III

144. Defendant repeats and realleges its response to each and every allegation made in paragraphs 1 through 143 and incorporates same herein as if set forth at length.

145. The allegations set forth in paragraph 145 are denied.

146. The allegations set forth in paragraph 146 are denied.

147. The allegations set forth in paragraph 147 are denied.

WHEREFORE defendant demands judgment dismissing plaintiffs' Complaint in its entirety and awarding defendant such relief as the Court may deem just and equitable, including counsel fees and costs of suit.

COUNT IV

148. Defendant repeats and realleges its response to each and every allegation made in paragraphs 1 through 147 and incorporates same herein as if set forth at length.

149. The allegations set forth in paragraph 149 are denied.

150. The allegations set forth in paragraph 150 are denied.

151. The allegations set forth in paragraph 151 are denied.

152. The allegations set forth in paragraph 152 are denied.

WHEREFORE defendant demands judgment dismissing plaintiffs' Complaint in its entirety and awarding defendant such relief as the Court may deem just and equitable, including counsel fees and costs of suit.

COUNT V

153. Defendant repeats and realleges its response to each and every allegation made in paragraphs 1 through 153 and incorporates same herein as if set forth at length.

154. The allegations set forth in paragraph 154 are denied.

155. The allegations set forth in paragraph 155 are denied.

WHEREFORE defendant demands judgment dismissing plaintiffs' Complaint in its entirety and awarding defendant such relief as the Court may deem just and equitable, including counsel fees and costs of suit.

COUNT VI

156. Defendant repeats and realleges its response to each and every allegation made in paragraphs 1 through 155 and incorporates same herein as if set forth at length.

157. The allegations set forth in paragraph 157 are denied.

158. The allegations set forth in paragraph 158 are denied.

159. The allegations set forth in paragraph 159 are denied.

160. The allegations set forth in paragraph 160 are denied.

161. The allegations set forth in paragraph 161 are denied.

WHEREFORE defendant demands judgment dismissing plaintiffs' Complaint in its

entirety and awarding defendant such relief as the Court may deem just and equitable, including counsel fees and costs of suit.

COUNT VII

162. Defendant repeats and realleges its response to each and every allegation made in paragraphs 1 through 161 and incorporates same herein as if set forth at length.

163. Defendant lacks sufficient knowledge or information to form a belief regarding the allegations set forth in paragraph 163 and leaves plaintiffs to their proofs.

164. The allegations set forth in paragraph 164 are denied.

165. The allegations set forth in paragraph 165 are denied.

166. The allegations set forth in paragraph 166 are denied.

167. The allegations set forth in paragraph 167 are denied.

168. The allegations set forth in paragraph 168 are denied.

169. The allegations set forth in paragraph 169 are denied.

170. The allegations set forth in paragraph 170 are denied.

171. The allegations set forth in paragraph 171 are denied.

172. The allegations set forth in paragraph 172 are denied.

173. The allegations set forth in paragraph 173 are denied.

174. The allegations set forth in paragraph 174 are denied.

175. The allegations set forth in paragraph 175 are denied.

176. The allegations set forth in paragraph 176 are denied.

177. The allegations set forth in paragraph 177 are denied.

178. The allegations set forth in paragraph 178 are denied.

179. The allegations set forth in paragraph 179 are denied.

180. The allegations set forth in paragraph 180 are denied.

181. The allegations set forth in paragraph 181 are denied.

182. The allegations set forth in paragraph 182 are denied.

183. The allegations set forth in paragraph 183 are denied.

184. The allegations set forth in paragraph 184 are denied.

WHEREFORE defendant demands judgment dismissing plaintiffs' Complaint in its entirety and awarding defendant such relief as the Court may deem just and equitable, including counsel fees and costs of suit.

COUNT VIII

185. Defendant repeats and realleges its response to each and every allegation made in paragraphs 1 through 184 and incorporates same herein as if set forth at length.

186. Defendant admits that, when it takes official action, the Township Council acts under color of law.

187. The allegations set forth in paragraph 187 are denied.

188. Defendant admits that plaintiffs and each of them have certain guaranteed rights to due process but denies that any action by defendant deprived plaintiffs or any of them of any such right.

189. The allegations set forth in paragraph 189 are denied.

190. The allegations set forth in paragraph 190 are denied.

191. The allegations set forth in paragraph 191 are denied.

192. The allegations set forth in paragraph 192 are denied.

193. The allegations set forth in paragraph 193 are denied.

194. The allegations set forth in paragraph 194 are denied.

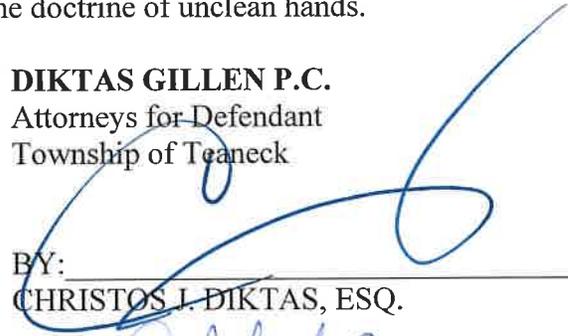
195. The allegations set forth in paragraph 195 are denied.
196. The allegations set forth in paragraph 196 are denied.
197. The allegations set forth in paragraph 197 are denied.
198. The allegations set forth in paragraph 198 are denied.
199. The allegations set forth in paragraph 199 are denied.
200. The allegations set forth in paragraph 200 are denied.
201. The allegations set forth in paragraph 201 are denied.
202. The allegations set forth in paragraph 202 are denied.
203. The allegations set forth in paragraph 203 are denied.
204. The allegations set forth in paragraph 204 are denied.
205. The allegations set forth in paragraph 205 are denied.
206. It is admitted that the adoption of Ordinance 9-2022 is a final action for purposes of review by way of action in lieu of prerogative writs. The remaining allegations set forth in paragraph 206 are denied.
207. The allegations set forth in paragraph 207 are admitted.
208. The allegations set forth in paragraph 208 are denied.
209. The allegations set forth in paragraph 209 are denied.
210. The allegations set forth in paragraph 210 are denied.
211. The allegations set forth in paragraph 211 are denied.
212. The allegations set forth in paragraph 212 are denied.

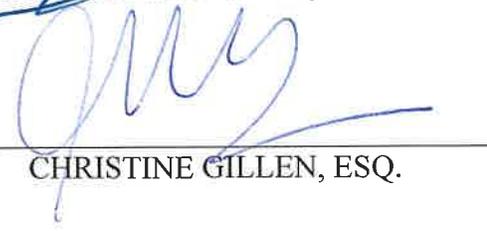
WHEREFORE defendant demands judgment dismissing plaintiffs' Complaint in its entirety and awarding defendant such relief as the Court may deem just and equitable, including counsel fees and costs of suit.

AFFIRMATIVE DEFENSES

1. The Complaint fails to state a claim upon which relief can be granted.
2. Plaintiffs' claims, in whole or in part, are barred by the applicable statute of limitations.
3. Plaintiffs and each of them lack standing to assert the claim(s) made.
4. Plaintiffs' claims, in whole or in part, are barred by the doctrine of waiver.
5. Plaintiffs' claims, in whole or in part, are barred by the doctrine of laches.
6. Plaintiffs' claims, in whole or in part, are barred by the doctrine estoppel.
7. Plaintiffs' claims, in whole or in part, are not ripe.
8. The relief sought by plaintiffs is barred by the doctrine of necessity.
9. The relief sought by plaintiffs is barred by the doctrine of unclean hands.

DIKTAS GILLEN P.C.
Attorneys for Defendant
Township of Teaneck

BY: 
CHRISTOS J. DIKTAS, ESQ.

BY: 
CHRISTINE GILLEN, ESQ.

DATED: 6/6/22

DESIGNATION OF TRIAL COUNSEL

Pursuant to Rule 4:24-4, Christos J. Diktas, Esq. is hereby designated as trial counsel for defendant Township of Teaneck.

CERTIFICATIONS PURSUANT TO RULE 4:5-1 and RULE 4:6-1

I hereby certify that there are no other proceedings either pending or contemplated with respect to the matter in controversy in this action and that there are no other parties who should be joined in this action.

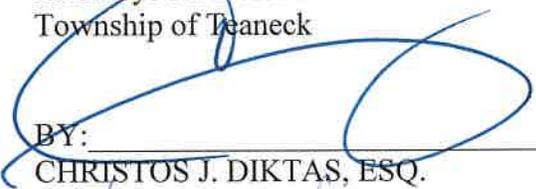
I hereby certify that this responsive pleading was served upon all counsel of record within the time required by the Rules of Court.

CERTIFICATION PURSUANT TO RULE 1:38-7

Confidential personal identifiers have been redacted from any documents now submitted to the Court and will be reacted from all documents submitted in the future as required by Rule 1:38-7.

DIKTAS GILLEN P.C.

Attorneys for Defendant
Township of Teaneck

BY: 

CHRISTOS J. DIKTAS, ESQ.

BY: 

CHRISTINE GILLEN, ESQ.

DATED: 6/6/22

EXHIBIT C

Michael R. Yellin, Esq. – Attorney ID# 014712008
Michael C. Klauder, Esq. – Attorney ID# 086632014

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MICHAEL AKERMAN, GEORGINA B. ASANTE, YAW ASANTE, DANIEL BELLIN, RENA DONIN SCHLUSSEL, YARON HIRSCHKORN, RACHEL KAYE, ASHIRA LOIKE, ALAN RUBENSTEIN, 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-002234-22

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, Ashira Loike, Alan Rubinstein, David Schlusssel, Marc Schlusssel, and Shorana Schlusssel (collectively, “Plaintiffs”) that was originally filed against defendants Township of Teaneck (the “Township”) and Township of Teaneck Planning Board (the “Board”) (collectively, “Defendants”), and states as follows:

NATURE OF ACTION

1. In response to Paragraph 1, HNH refers to the Complaint in Lieu of Prerogative Writs (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 referenced Ordinance No. 9-2022 (the “Ordinance”) and denies the allegations in Paragraph 2 to the extent they are inconsistent with the Ordinance.

3. HNH admits the allegations in Paragraph 3 of the Complaint.

4. In response to Paragraph 4 of the Complaint, HNH refers to the Complaint and denies the allegations in Paragraph 4 to the extent they are inconsistent with the Complaint. To the extent the allegations in Paragraph 4 are not intended to merely recite the nature of Plaintiffs’ claims, but rather to assert any substantive allegations, the allegations are denied.

5. In response to Paragraph 5 of the Complaint, HNH refers to the Complaint and denies the allegations in Paragraph 5 to the extent they are inconsistent with the Complaint. To the extent the allegations in Paragraph 5 are not intended to merely recite the nature of Plaintiffs’ claims, but rather to assert any substantive allegations, the allegations are denied.

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

7. In response to Paragraph 7 of the Complaint, HNH refers to the Complaint and denies the allegation in Paragraph 7 to the extent they are inconsistent with the Complaint. To the extent the allegations in Paragraph 7 are not intended to merely recite the nature of Plaintiffs’ claims, but rather to assert any substantive allegations, those allegations are denied.

8. HNH admits that this Court has jurisdiction over the subject matter of the Complaint.

THE PARTIES

9. HNH admits the allegations in Paragraph 9 of the Complaint.

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

11. HNH lacks sufficient knowledge or information to form a belief regarding the allegations in Paragraph 11 of the Complaint and leaves Plaintiffs to their proofs.

12. HNH lacks sufficient knowledge or information to form a belief regarding the allegations in Paragraph 12 of the Complaint and leaves Plaintiffs to their proofs.

13. HNH lacks sufficient knowledge or information to form a belief regarding the allegations in Paragraph 13 of the Complaint and leaves Plaintiffs to their proofs.

14. HNH lacks sufficient knowledge or information to form a belief regarding the allegations in Paragraph 14 of the Complaint and leaves Plaintiffs to their proofs.

15. HNH lacks sufficient knowledge or information to form a belief regarding the allegations in Paragraph 15 of the Complaint and leaves Plaintiffs to their proofs.

16. HNH lacks sufficient knowledge or information to form a belief regarding the allegations in Paragraph 16 of the Complaint and leaves Plaintiffs to their proofs.

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.

RELEVANT FACTS

18. 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 18 of the Complaint.

19. 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 19 of the Complaint.

20. 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 20 of the Complaint.

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 admits that Katz is the First 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 22 of the Complaint and leaves Plaintiffs to their proofs.

23. HNH denies the allegations in Paragraph 23 of the Complaint.

24. 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 24 of the Complaint and leaves Plaintiffs to their proofs.

25. HNH lacks sufficient knowledge or information to form a belief regarding the allegations in Paragraph 25 of the Complaint and leaves Plaintiffs to their proofs.

26. HNH admits that it previously purchased advertising in the Jewish Link. HNH denies the remaining allegations in Paragraph 26 of the Complaint.

27. HNH lacks sufficient knowledge or information to form a belief regarding the allegations in Paragraph 27 of the Complaint and leaves Plaintiffs to their proofs.

28. 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 28 of the Complaint and leaves Plaintiffs to their proofs.

29. HNH lacks sufficient knowledge or information to form a belief regarding the allegations in Paragraph 29 of the Complaint and leaves Plaintiffs to their proofs.

30. 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.

31. HNH admits the allegations in Paragraph 31 of the Complaint.

32. HNH denies the allegations in Paragraph 32 of the Complaint.

33. HNH denies the 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 denies the allegations in Paragraph 35 of the Complaint.

36. HNH denies the allegations in Paragraph 36 of the Complaint.

37. HNH denies the allegations in Paragraph 37 of the Complaint.

38. Paragraph 38 contains a legal conclusion to which no response is required, and Plaintiffs are left to their proofs with respect to same.

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

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

41. HNH denies the allegations in Paragraph 41 of the Complaint.

42. HNH lacks sufficient knowledge or information to form a belief regarding the allegations in Paragraph 42 of the Complaint and leaves Plaintiffs to their proofs.

43. HNH admits that it entered into a contract to purchase certain property located at Block 3002, Lot 6 in Teaneck and refers to that purchase contract for a true and accurate account of its contents. To the extent the allegations in Paragraph 43 of the Complaint are inconsistent with the purchase contract, those allegations are denied.

44. HNH lacks sufficient knowledge or information to form a belief regarding the allegations in Paragraph 44 of the Complaint and leaves Plaintiffs to their proofs.

45. 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 45 of the Complaint.

46. HNH admits that Schwartz introduced HNH to Yavneh leadership. HNH denies the remaining allegations in Paragraph 46 of the Complaint.

47. HNH refers to the referenced Resolution 159-2020 for a true and accurate account of its contents. To the extent the allegations in Paragraph 47 of the Complaint are inconsistent with Resolution 159-2020, those allegations are denied.

48. HNH refers to the referenced Resolution 159-2020 for a true and accurate account of its contents. To the extent the allegations in Paragraph 48 of the Complaint are inconsistent with Resolution 159-2020, those allegations are denied.

49. HNH refers to the referenced Resolution 160-2020 for a true and accurate account of its contents. To the extent the allegations in Paragraph 49 of the Complaint are inconsistent with Resolution 160-2020, those allegations are denied.

50. HNH admits the allegations in Paragraph 50 of the Complaint.

51. HNH denies the allegations in Paragraph 51 of the Complaint.

52. HNH neither admits nor denies the allegations in Paragraph 52 of the Complaint, but relies upon the unofficial record of the referenced Township Council meeting.

53. 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 53 of the Complaint are inconsistent with the referenced Special Emergency Directive No. 03-2020, those allegations are denied.

54. 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 54 of the Complaint are inconsistent with the referenced Special Emergency Directive No. 03-2020, those allegations are denied.

55. 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 55 of the Complaint are inconsistent with the referenced Special Emergency Directive No. 03-2020, those allegations are denied.

56. 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 56 of the Complaint are inconsistent with the referenced Special Emergency Directive No. 03-2020, those allegations are denied.

57. HNH refers to: (i) the referenced Special Emergency Directive No. 03-2020 for a true and accurate accounts of its contents, and (ii) the referenced property for a true and accurate account of its boundaries. To the extent the allegations in Paragraph 57 of the Complaint are inconsistent with the referenced Special Emergency Directive and/or the boundaries of the referenced property, those allegations are denied.

58. HNH neither admits nor denies the allegations in Paragraph 58 of the Complaint, but relies upon the unofficial record of the referenced Board meeting.

59. HNH neither admits nor denies the allegations in paragraph 59 of the Complaint, but relies upon the unofficial record of the referenced Board 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 denies the allegations in Paragraph 62 of the Complaint.

63. HNH denies the allegations in Paragraph 63 of the Complaint.

64. HNH refers to the referenced Zoning Permits for a true and accurate accounts of their contents. To the extent the allegations in Paragraph 64 of the Complaint are inconsistent with the referenced Zoning Permits, those allegations are denied.

65. 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 65 of the Complaint are inconsistent with the referenced Special Emergency Directive No. 03-2020, those allegations are denied.

66. HNH denies the allegations in Paragraph 66 of the Complaint.

67. HNH refers to the referenced Zoning Permits for a true and accurate accounts of their contents. To the extent the allegations in Paragraph 67 of the Complaint are inconsistent with the referenced Zoning Permits, those allegations are denied.

68. HNH refers to the referenced Zoning Permits for a true and accurate accounts of their contents. To the extent the allegations in Paragraph 68 of the Complaint are inconsistent with the referenced Zoning Permits, those allegations are denied.

69. 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 69 of the Complaint are inconsistent with the referenced Special Emergency Directive No. 03-2020, those allegations are denied.

70. HNH refers to the referenced Assembly Bill 5820 and Executive Order No. 244 for a true and accurate accounts of their contents. To the extent the allegations in Paragraph 70 of the Complaint are inconsistent with the referenced Assembly Bill 5820 and/or Executive Order No. 244, those allegations are denied.

71. HNH refers to the referenced Assembly Bill 5820 and Executive Order No. 244 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 Assembly Bill 5820 and/or Executive Order No. 244, those allegations are denied. By way of further response, HNH states that Paragraph 71 of the Complaint contains a legal conclusion to which no response is required. To the extent a response is required, the remaining allegations in Paragraph 71 are denied.

72. HNH states that Paragraph 72 of the Complaint contains a legal conclusion to which no response is required. To the extent a response is required, the allegations in Paragraph 72 of the Complaint are denied.

73. 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 73 of the

Complaint are inconsistent with the referenced Special Emergency Directive No. 01-2021, those allegations are denied.

74. HNH states that Paragraph 74 of the Complaint contains a legal conclusion to which no response is required. To the extent a response is required, the allegations in Paragraph 74 of the Complaint are denied.

75. HNH admits the allegations in Paragraph 75 of the Complaint.

76. HNH admits the allegations in Paragraph 76 of the Complaint.

77. HNH admits the allegations in Paragraph 77 of the Complaint.

78. HNH admits the allegations in Paragraph 78 of the Complaint.

79. HNH refers to the referenced Ord. 9-2022 for a true and accurate accounts of its contents. To the extent the allegations in Paragraph 79 of the Complaint are inconsistent with the referenced Ord. 9-2022, those allegations are denied.

80. HNH lacks sufficient knowledge or information to form a belief regarding the allegations in Paragraph 80 of the Complaint and leaves Plaintiffs to their proofs.

81. HNH lacks sufficient knowledge or information to form a belief regarding the allegations in Paragraph 81 of the Complaint and leaves Plaintiffs to their proofs.

82. HNH lacks sufficient knowledge or information to form a belief regarding the allegations in Paragraph 82 of the Complaint and leaves Plaintiffs to their proofs.

83. HNH states that Paragraph 83 of the Complaint contains a legal conclusion to which no response is required. To the extent a response is required, the allegations in Paragraph 83 of the Complaint are denied.

84. HNH lacks sufficient knowledge or information to form a belief regarding the allegations in Paragraph 84 of the Complaint and leaves Plaintiffs to their proofs.

85. HNH states that Paragraph 85 of the Complaint contains a legal conclusion to which no response is required. To the extent a response is required, the allegations in Paragraph 85 of the Complaint are denied.

86. HNH states that Paragraph 86 of the Complaint contains a legal conclusion to which no response is required. To the extent a response is required, the allegations in Paragraph 86 of the Complaint are denied.

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. HNH denies the allegations in Paragraph 88 of the Complaint.

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

90. HNH refers to the referenced March 14, 2022 letter for a true and accurate accounts of its contents. To the extent the allegations in Paragraph 90 of the Complaint are inconsistent with the referenced March 14, 2022 letter, those allegations are denied.

91. HNH refers to the referenced March 14, 2022 letter for a true and accurate accounts of its contents. To the extent the allegations in Paragraph 91 of the Complaint are inconsistent with the referenced March 14, 2022 letter, those allegations are denied.

92. HNH refers to the referenced March 14, 2022 letter for a true and accurate accounts of its contents. To the extent the allegations in Paragraph 92 of the Complaint are inconsistent with the referenced March 14, 2022 letter, those allegations are denied.

93. HNH admits the allegations in Paragraph 93 of the Complaint.

94. HNH admits the allegations in Paragraph 94 of the Complaint.

95. HNH admits the allegations in Paragraph 95 of the Complaint.

96. HNH states that Paragraph 96 of the Complaint contains a legal conclusion to which no response is required. To the extent a response is required, the allegations in Paragraph 96 of the Complaint are denied.

97. HNH states that Paragraph 97 of the Complaint contains a legal conclusion to which no response is required. To the extent a response is required, the allegations in Paragraph 97 of the Complaint are denied. By way of further response, HNH refers to the referenced litigation dockets for a true and accurate account of their contents.

98. HNH states that Paragraph 98 of the Complaint contains a legal conclusion to which no response is required. To the extent a response is required, the allegations in Paragraph 98 of the Complaint are denied.

99. HNH states that Paragraph 99 of the Complaint contains a legal conclusion to which no response is required. To the extent a response is required, the allegations in Paragraph 99 of the Complaint are denied.

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

101. HNH admits that attendees were given the opportunity to speak directly and/or through counsel. HNH denies the remaining allegations in Paragraph 101 of the Complaint.

102. HNH neither admits nor denies the allegations contain in Paragraph 102 of the Complaint, but instead refers to the official record of the referenced meeting, which speaks for itself.

103. HNH neither admits nor denies the allegations contain in Paragraph 103 of the Complaint, but instead refers to the official record of the referenced meeting, which speaks for itself.

104. HNH neither admits nor denies the allegations contain in Paragraph 104 of the Complaint, but instead refers to the official record of the referenced meeting, which speaks for itself.

105. HNH neither admits nor denies the allegations contain in Paragraph 105 of the Complaint, but instead refers to the official record of the referenced meeting, which speaks for itself.

106. HNH admits the allegations in Paragraph 106 of the Complaint.

COUNT I

107. HNH repeats and realleges its responses to each and every allegation made in the preceding paragraphs as if set forth at length herein.

108. HNH denies the allegations in Paragraph 108 of the Complaint.

109. HNH denies the allegations in Paragraph 109 of the Complaint.

110. HNH denies the allegations in Paragraph 110 of the Complaint.

111. HNH denies the allegations in Paragraph 111 of the Complaint.

112. HNH denies the allegations in Paragraph 112 of the Complaint.

113. HNH denies the allegations in Paragraph 113 of the Complaint.

114. HNH denies the allegations in Paragraph 114 of the Complaint.

115. HNH denies the allegations in Paragraph 115 of the Complaint.

116. HNH denies the allegations in Paragraph 116 of the Complaint.

117. HNH denies the allegations in Paragraph 117 of the Complaint.

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

119. HNH denies the allegations in Paragraph 119 of the Complaint.

120. HNH denies the allegations in Paragraph 120 of the Complaint.

121. HNH denies the allegations in Paragraph 121 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, Ashira Loike, Alan Rubinstein, David Schlussel, Marc Schlussel, and 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.

COUNT II

122. HNH repeats and realleges its responses to each and every allegation made in the preceding paragraphs as if set forth at length herein.

123. HNH denies the allegations in Paragraph 123 of the Complaint.

124. HNH denies the allegations in Paragraph 124 of the Complaint.

125. HNH denies the allegations in Paragraph 125 of the Complaint.

126. HNH denies the allegations in Paragraph 126 of the Complaint.

127. HNH denies the allegations in Paragraph 127 of the Complaint.

128. HNH denies the allegations in Paragraph 128 of the Complaint.

129. HNH denies the allegations in Paragraph 129 of the Complaint.

130. HNH denies the allegations in Paragraph 130 of the Complaint.

131. HNH denies the allegations in Paragraph 131 of the Complaint.

132. HNH denies the allegations in Paragraph 132 of the Complaint.

133. HNH denies the allegations in Paragraph 133 of the Complaint.

134. HNH denies the allegations in Paragraph 134 of the Complaint.

135. HNH denies the allegations in Paragraph 135 of the Complaint.

136. HNH denies the allegations in Paragraph 136 of the Complaint.

137. HNH denies the allegations in Paragraph 137 of the Complaint.

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

139. HNH denies the allegations in Paragraph 139 of the Complaint.

140. HNH denies the allegations in Paragraph 140 of the Complaint.

141. HNH denies the allegations in Paragraph 141 of the Complaint.

142. HNH denies the allegations in Paragraph 142 of the Complaint.

143. HNH denies the allegations in Paragraph 143 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, Ashira Loike, Alan Rubinstein, David Schlusssel, Marc Schlusssel, and 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.

COUNT III

144. HNH repeats and realleges its responses to each and every allegation made in the preceding paragraphs as if set forth at length herein.

145. HNH denies the allegations in Paragraph 145 of the Complaint.

146. HNH denies the allegations in Paragraph 146 of the Complaint.

147. HNH denies the allegations in Paragraph 147 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, Ashira Loike, Alan Rubinstein, David Schlusssel, Marc

Schlüssel, and Shorana Schlüssel, 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.

COUNT IV

148. HNH repeats and realleges its responses to each and every allegation made in the preceding paragraphs as if set forth at length herein.

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

150. HNH denies the allegations in Paragraph 150 of the Complaint.

151. HNH denies the allegations in Paragraph 151 of the Complaint.

152. HNH denies the allegations in Paragraph 152 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 Schlüssel, Yaron Hirschhorn, Rachel Kaye, Ashira Loike, Alan Rubinstein, David Schlüssel, Marc Schlüssel, and Shorana Schlüssel, 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.

COUNT V

153. HNH repeats and realleges its responses to each and every allegation made in the preceding paragraphs as if set forth at length herein.

154. HNH denies the allegations in Paragraph 154 of the Complaint.

155. HNH denies the allegations in Paragraph 155 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, Ashira Loike, Alan Rubinstein, David Schlussel, Marc Schlussel, and 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.

COUNT VI

156. HNH repeats and realleges its responses to each and every allegation made in the preceding paragraphs as if set forth at length 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.

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, Ashira Loike, Alan Rubinstein, David Schlussel, Marc Schlussel, and 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.

COUNT VII

162. HNH repeats and realleges its responses to each and every allegation made in the preceding paragraphs as if set forth at length herein.

163. HNH lacks knowledge and information sufficient to respond to the allegations in Paragraph 163 of the Complaint and leaves Plaintiffs to their proofs.

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.
173. HNH denies the allegations in Paragraph 173 of the Complaint.
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.

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, Ashira Loike, Alan Rubinstein, David Schlusssel, Marc Schlusssel, and 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.

COUNT VIII

185. HNH repeats and realleges its responses to each and every allegation made in the preceding paragraphs as if set forth at length herein.

186. HNH admits 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.

189. HNH denies the allegations in Paragraph 189 of the Complaint.

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.
- 206. HNH denies the allegations in Paragraph 206 of the Complaint.
- 207. HNH denies the allegations in Paragraph 207 of the Complaint.
- 208. HNH denies the allegations in Paragraph 208 of the Complaint.
- 209. HNH denies the allegations in Paragraph 209 of the Complaint.
- 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.

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, Ashira Loike, Alan Rubinstein, David Schlussel, Marc Schlussel, and 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.

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 doctrine of waiver.

THIRD SEPARATE DEFENSE

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

FOURTH SEPARATE DEFENSE

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

FIFTH SEPARATE DEFENSE

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

SIXTH SEPARATE DEFENSE

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

SEVENTH SEPARATE DEFENSE

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

EIGHTH SEPARATE DEFENSE

Plaintiffs' claims are barred because they lack standing.

NINTH SEPARATE DEFENSE

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

TENTH SEPARATE DEFENSE

Plaintiffs' claims are barred 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, Ashira Loike, Alan Rubinstein, David Schlussel, Marc Schlussel, and Shorana Schlussel, dismissing the Complaint with prejudice and awarding costs of suit and attorneys' fees.

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

By: /s/ Michael R. Yellin
Michael R. Yellin

DATED: June 24, 2022

DESIGNATION OF TRIAL COUNSEL

Pursuant to the provisions of Rule 4:25-4, this court is hereby advised that Michael R. Yellin is 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 R. Yellin
Michael R. Yellin

DATED: June 24, 2022

CERTIFICATION

I certify that there are no related matters currently pending in any Court of competent jurisdiction. 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 R. Yellin

Michael R. Yellin

DATED: June 24, 2022

	<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>		For Use by Clerk's Office Only
			Payment type: <input type="checkbox"/> ck <input type="checkbox"/> cg <input type="checkbox"/> ca
			Chg/Ck Number:
			Amount:
		Overpayment:	Batch Number:
Attorney/Pro Se Name Michael R. Yellin		Telephone Number (201) 489-3000	County of Venue Bergen ▼
Firm Name (if applicable) Cole Schotz P.C.		Docket Number (when available) BER-L-002234-22	
Office Address 25 Main Street Court Plaza North Hackensack, New Jersey 07602		Document Type Answer	
		Jury Demand <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Name of Party (e.g., John Doe, Plaintiff) Defendant, Holy Name Medical Center, Inc.		Caption Michael Akerman, Georgina B. Asante, Yaw Asante, Daniel Bellin, Rena Donin Schluskel, Yaron Hirschhorn, Rachel Kaye, et al. -v- Township of Teaneck and Township of Teaneck Planning Board	
Case Type Number (See reverse side for listing) 701	Are sexual abuse claims alleged? <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 <i>N.J.S.A. 2A:53A-27</i> and applicable case law regarding your obligation to file an affidavit of merit.	
Related Cases Pending? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		If "Yes," list docket numbers	
Do you anticipate adding any parties (arising out of same transaction or occurrence)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Name of defendant's primary insurance company (if known) <input type="checkbox"/> None <input checked="" 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 checked="" type="checkbox"/> 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? <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:			

Side 2



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	506 PIP Coverage
175 Forfeiture	510 UM or UIM Claim (coverage issues only)
302 Tenancy	511 Action on Negotiable Instrument
399 Real Property (other than Tenancy, Contract, Condemnation, Complex Commercial or Construction)	512 Lemon Law
502 Book Account (debt collection matters only)	801 Summary Action
505 Other Insurance Claim (including declaratory judgment actions)	802 Open Public Records Act (summary action)
	999 Other (briefly describe nature of action)

Track II - 300 days discovery

305 Construction	603Y Auto Negligence – Personal Injury (verbal threshold)
509 Employment (other than Conscientious Employees Protection Act (CEPA) or Law Against Discrimination (LAD))	605 Personal Injury
599 Contract/Commercial Transaction	610 Auto Negligence – Property Damage
603N Auto Negligence – Personal Injury (non-verbal threshold)	621 UM or UIM Claim (includes bodily injury)
	699 Tort – Other

Track III - 450 days discovery

005 Civil Rights	608 Toxic Tort
301 Condemnation	609 Defamation
602 Assault and Battery	616 Whistleblower / Conscientious Employee Protection Act (CEPA) Cases
604 Medical Malpractice	617 Inverse Condemnation
606 Product Liability	618 Law Against Discrimination (LAD) Cases
607 Professional Malpractice	

Track IV - Active Case Management by Individual Judge / 450 days discovery

156 Environmental/Environmental Coverage Litigation	514 Insurance Fraud
303 Mt. Laurel	620 False Claims Act
508 Complex Commercial	701 Actions in Lieu of Prerogative Writs
513 Complex Construction	

Multicounty Litigation (Track IV)

271 Accutane/Isotretinoin	601 Asbestos
274 Risperdal/Seroquel/Zyprexa	623 Propecia
281 Bristol-Myers Squibb Environmental	624 Stryker LFIT CoCr V40 Femoral Heads
282 Fosamax	625 Firefighter Hearing Loss Litigation
285 Stryker Trident Hip Implants	626 Abilify
286 Levaquin	627 Physiomesh Flexible Composite Mesh
289 Reglan	628 Taxotere/Docetaxel
291 Pelvic Mesh/Gynecare	629 Zostavax
292 Pelvic Mesh/Bard	630 Proceed Mesh/Patch
293 DePuy ASR Hip Implant Litigation	631 Proton-Pump Inhibitors
295 AlloDerm Regenerative Tissue Matrix	632 HealthPlus Surgery Center
296 Stryker Rejuvenate/ABG II Modular Hip Stem Components	633 Prolene Hernia System Mesh
297 Mirena Contraceptive Device	634 Allergan Biocell Textured Breast Implants
299 Olmesartan Medoxomil Medications/Benicar	
300 Talc-Based Body Powders	

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 Consumer Fraud

Cole Schotz P.C.

Michael R. Yellin
Member
Admitted in NJ and NY

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New York
—
Delaware
—
Maryland
—
Texas
—
Florida

June 24, 2022

Via eCourts

Hon. Peter G. Geiger, J.S.C.
Superior Court of New Jersey
Bergen County Courthouse
10 Main Street, 2nd Floor
Hackensack, NJ 07601

Re: Michael Akerman, et al. v. Township of Teaneck, et al.
Docket No. BER-L-2234-22

Dear Judge Geiger:

This firm represents proposed-intervenor, Holy Name Medical Center, Inc. (“HNH”) in connection with the above action. We respectfully submit this letter brief, in support of HNH’s motion to intervene pursuant to Rule 4:33-1 or, in the alternative, Rule 4:33-2.

LEGAL ARGUMENT

1. HNH is Entitled To Intervene In This Action Pursuant to Rule 4:33-1 To Protect Its Property Rights, Which Are the Subject Of This Lawsuit, And To Defend Against Plaintiffs’ False Allegations Against HNH.

Rule 4:33-1 provides that any party may intervene, as of right, in an action if: (1) “the applicant claims an interest relating to the property or transaction which is the subject of the action,” (2) the applicant “is so situated that the disposition of the action may as a practical matter impair or impede the ability to protect that interest,” (3) the applicant’s interest is not “adequately represented by existing parties,” and (4) the applicant makes a “timely” application to intervene. Rule 4:33-1; see also Meehan v. K.D. Partners, L.P., 317 N.J. Super. 563, 568 (App. Div. 1998) (citing Chesterbroke Ltd. P’Ship v. Planning Bd., 237 N.J. Super. 118, 124 (App. Div.), certif. den., 118 N.J. 234 (1989)).

It is also well settled that “[a] motion to intervene should be liberally viewed.” Pressler & Verniero, Current N.J. Court Rules, cmt. 1 on R. 4:33-1 (2022) (citing Atlantic Employers Ins. Co. v. Tots & Toddlers Pre-School Day Care Cntr., Inc., 239 N.J. Super. 276 (App. Div.), certif. den., 122 N.J. 147 (1990)). Moreover, the right to intervene under Rule 4:33-1 is not discretionary – if the party seeking to intervene meets the criteria set forth in the Rule, the movant must be permitted

Cole Schotz P.C.

Hon. Peter G. Geiger, J.S.C.

June 24, 2022

Page 2

to intervene. See, e.g., *ACLU v. Hudson Cnty.*, 352 N.J. Super. 44, 67 (App. Div.), *certif. den.*, 174 N.J. 190 (2002). HNH easily satisfies the criteria set forth in Rule 4:33-1.

First, HNH possesses an interest relating to the properties and ordinance at issue in this litigation. The Complaint filed by Plaintiffs¹ seeks to invalidate Ordinance No. 9-2022. (Cmplt.² at ¶ 1.) That Ordinance amends the zoning applicable to the subject area (referred to by Plaintiffs as the “H-Zone”) which, as Plaintiffs admit, “only contains properties owned and/or controlled by HNH.” (Cmplt. at ¶ 3.) Moreover, the Ordinance grants certain property rights to HNH to permit HNH to expand its medical facilities. (Cmplt. at ¶ 79.) HNH unquestionably possesses a significant interest in the proposed rezoning and expansion of its medical facilities.

Second, the disposition of this action will impair HNH’s to protect its interests regarding its own property. All of the property in the subject area – as previously zoned and re-zoned by Ordinance No. 9-2022 – is owned by HNH. In other words, HNH is the *only* party whose property interests are implicated in this matter. Not only will the disposition have a direct impact on HNH’s property, but it will also have a direct impact on HNH’s plans and ability to expand its critical medical facilities.

Third, HNH’s interests are different than and supplemental to those interests that the defendants seek to protect. While the primary relief sought by Plaintiffs is the invalidation of Ordinance No. 9-2022, the Complaint is rife with allegations, both direct and indirect, of alleged wrongdoing *by HNH*. Plaintiffs improperly allege and/or insinuate, for example, that HNH engaged in certain financial improprieties, entered improper agreements with the defendants or its members, and performed unauthorized work and otherwise failed to comply with local zoning criteria. (Cmplt. at ¶¶ 39, 40, 63-64.) In many ways, Plaintiffs’ complaint is just as much an attack against HNH as it is against the named defendants. And while the named defendants may defend the propriety of Ordinance No. 9-2022, there is no guarantee they will, or are even able to, defend against the allegations of purported wrongdoing against HNH. In fact, based on the defendants’ inability to deny certain of those allegations in their Answer, every indication is that the defendants are not able to adequately protect HNH’s interests. (*See, e.g.,* Cmplt. ¶¶ 63-64, Answer³ ¶¶ 63-64.)

Fourth, HNH’s application is timely. At this juncture, this matter is in its infancy. Plaintiffs filed their Complaint on April 21, 2022 and the defendants filed their Answer on June 6, 2022 (less than 3 weeks ago). It is HNH’s understanding that the parties have not yet engaged in any discovery or taken any significant actions with respect to this matter. Permitting HNH to

¹ “Plaintiffs” refers to Michael Akerman, Georgina B. Asante, Yaw Asante, Daniel Bellin, Rena Donin Schluskel, Yaron Hirschhorn, Rachel Kaye, Ashira Loike, Alan Rubinstein, David Schluskel, Marc Schluskel, and Shorana Schluskel, collectively.

² A true copy of the Complaint is attached as **Exhibit A** to the accompanying Certification of Michael R. Yellin, Esq. (“Yellin Cert.”).

³ A true copy of the defendants’ Answer is attached as **Exhibit B** to the Yellin Cert.

Cole Schotz P.C.

Hon. Peter G. Geiger, J.S.C.
June 24, 2022
Page 3

intervene at this point would not cause any delay or otherwise prejudice any of the other parties whatsoever.

2. Alternatively, HNH Should Be Permitted To Intervene Pursuant To Rule 4:33-2.

Even if the Court were to find HNH does not satisfy the requirements warranting intervention as of right under Rule 4:33-1, the Court should nevertheless permit HNH to intervene under Rule 4:33-2. As made clear in the comments to the New Jersey Court Rules:

The factors to be considered by the trial court in deciding an application for permissive intervention include promptness of the application, whether or not the granting thereof will eliminate the probability of subsequent litigation, and the extent to which the grant thereof may further complicate litigation which is already complex.

[Pressler and Verniero, Current N.J. Court Rules, cmt. 1 on R. 4:33-2 (2022).]

As detailed above, HNH's application to intervene is prompt and will not result in undue delay or prejudice. Moreover, allowing HNH to intervene will promote resolution of any and all disputes relating to the challenged ordinance and property interests implicated by same. As detailed above, HNH owns or controls all the real property within the subject area and, therefore, its inclusion in this matter will ensure that all necessary and interested parties are involved. Further, HNH's participation will not cause unnecessary complications in this litigation. It will simply allow HNH to protect its interests and defend against Plaintiffs' inaccurate allegations and accusations or wrongdoing by HNH. Accordingly, the Court (to the extent it does not permit HNH to intervene as of right), should permit HNH to intervene pursuant to Rule 4:33-2.

CONCLUSION

For all the foregoing reasons and authorities, and the liberal view to be afforded such applications, HNH respectfully requests that its motion to intervene be granted in its entirety.

Respectfully submitted,

/s/ Michael R. Yellin

Michael R. Yellin

MRY:mck

cc: All Counsel of Record (via eCourts)

