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(Not a Partnership - Employees of a Member Company of Zurich Insurance Group)

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REPLY TO MARLTON

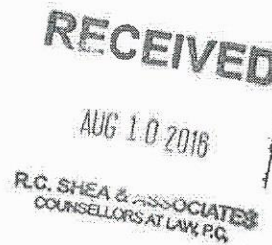
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August 4, 2016

Civil Case Intake
Ocean County Superior Court
118 Washington Street, Rm 121
PO Box 2191
Toms River, NJ 08753



RE: Berkeley Township Sewerage Auth. v. NJ Dept of Transportation, et al
Docket No.: OCN-L-1728-16
Our File No. 433070

Dear Sir/Madam:

Enclosed for filing, please find the following:

- (✓) Answer
- (✓) Proof of Service
- (✓) CIS (Case Information Statement)
- (✓) Self-Addressed, Stamped Envelope
- (✓) Check in the Amount of \$250.00
- (✓) Please return Copy Marked "Filed"

Very truly yours,
CAMPBELL, LIPSKI & DOCHNEY

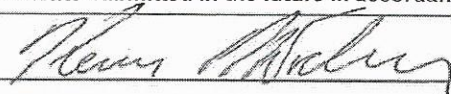

BY: KEVIN R. DOCHNEY

KRD:cf
Enclosure

Page 2

cc: Dina M. Vicari, Esquire
Cara Wraight, Zurich North America, Claim #9530051300 (via email)
Union Paving & Construction Co, Attn: Scott Woodfield, CFO (via email)

Appendix XII-B1

 CIVIL CASE INFORMATION STATEMENT (CIS) Use for initial Law Division Civil Part pleadings (not motions) under <i>Rule</i> 4:5-1 Pleading will be rejected for filing, under <i>Rule</i> 1:5-6(c), if information above the black bar is not completed or attorney's signature is not affixed		FOR USE BY CLERK'S OFFICE ONLY	
		PAYMENT TYPE: ☐ CK ☐ CG ☐ CA	
		CHG/CK NO.	
		AMOUNT:	
		OVERPAYMENT:	
		BATCH NUMBER:	
ATTORNEY / PRO SE NAME Kevin R. Dochney, Esquire		TELEPHONE NUMBER (856) 596-7757	COUNTY OF VENUE Ocean
FIRM NAME (if applicable) Campbell, Lipski & Dochney		DOCKET NUMBER (when available) OCN-L-1728-16	
OFFICE ADDRESS 303 Lippincott Drive, Suite 310 Marlton, NJ 08053		DOCUMENT TYPE Answer	
		JURY DEMAND ☒ Yes ☐ No	
NAME OF PARTY (e.g., John Doe, Plaintiff) Union Paving & Construction Co., Inc., Defendant		CAPTION Berkeley Township Sewerage Authority v. New Jersey Department of Transportation, et al	
CASE TYPE NUMBER (See reverse side for listing) 699	HURRICANE SANDY RELATED? ☐ YES ☒ NO	IS THIS A PROFESSIONAL MALPRACTICE CASE? ☐ YES ☒ NO IF YOU HAVE CHECKED "YES," SEE N.J.S.A. 2A:53 A -27 AND APPLICABLE CASE LAW REGARDING YOUR OBLIGATION TO FILE AN AFFIDAVIT OF MERIT.	
RELATED CASES PENDING? ☐ YES ☒ NO		IF YES, LIST DOCKET NUMBERS	
DO YOU ANTICIPATE ADDING ANY PARTIES (arising out of same transaction or occurrence)? ☐ YES ☒ NO		NAME OF DEFENDANT'S PRIMARY INSURANCE COMPANY (if known) Zurich North America ☐ NONE ☐ 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? ☐ YES ☒ NO		IF YES, IS THAT RELATIONSHIP: ☐ EMPLOYER/EMPLOYEE ☐ FRIEND/NEIGHBOR ☐ OTHER (explain) ☐ FAMILIAL ☐ BUSINESS	
DOES THE STATUTE GOVERNING THIS CASE PROVIDE FOR PAYMENT OF FEES BY THE LOSING PARTY? ☐ Yes ☐ 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? ☐ YES ☒ NO		IF YES, PLEASE IDENTIFY THE REQUESTED ACCOMMODATION	
WILL AN INTERPRETER BE NEEDED? ☐ YES ☒ 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</i> 1:38-7(b).			
ATTORNEY SIGNATURE: 			



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
- 175 FORFEITURE
- 302 TENANCY
- 399 REAL PROPERTY (other than Tenancy, Contract, Condemnation, Complex Commercial or Construction)
- 502 BOOK ACCOUNT (debt collection matters only)
- 505 OTHER INSURANCE CLAIM (including declaratory judgment actions)
- 506 PIP COVERAGE
- 510 UM or UIM CLAIM (coverage issues only)
- 511 ACTION ON NEGOTIABLE INSTRUMENT
- 512 LEMON LAW
- 801 SUMMARY ACTION
- 802 OPEN PUBLIC RECORDS ACT (summary action)
- 999 OTHER (briefly describe nature of action)

Track II - 300 days' discovery

- 305 CONSTRUCTION
- 509 EMPLOYMENT (other than CEPA or LAD)
- 599 CONTRACT/COMMERCIAL TRANSACTION
- 603N AUTO NEGLIGENCE - PERSONAL INJURY (non-verbal threshold)
- 603Y AUTO NEGLIGENCE - PERSONAL INJURY (verbal threshold)
- 605 PERSONAL INJURY
- 610 AUTO NEGLIGENCE - PROPERTY DAMAGE
- 621 UM or UIM CLAIM (includes bodily injury)
- 699 TORT - OTHER

Track III - 450 days' discovery

- 005 CIVIL RIGHTS
- 301 CONDEMNATION
- 602 ASSAULT AND BATTERY
- 604 MEDICAL MALPRACTICE
- 606 PRODUCT LIABILITY
- 607 PROFESSIONAL MALPRACTICE
- 608 TOXIC TORT
- 609 DEFAMATION
- 616 WHISTLEBLOWER / CONSCIENTIOUS EMPLOYEE PROTECTION ACT (CEPA) CASES
- 617 INVERSE CONDEMNATION
- 618 LAW AGAINST DISCRIMINATION (LAD) CASES

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

- 156 ENVIRONMENTAL/ENVIRONMENTAL COVERAGE LITIGATION
- 303 MT. LAUREL
- 508 COMPLEX COMMERCIAL
- 513 COMPLEX CONSTRUCTION
- 514 INSURANCE FRAUD
- 620 FALSE CLAIMS ACT
- 701 ACTIONS IN LIEU OF PREROGATIVE WRITS

Multicounty Litigation (Track IV)

- | | |
|--|---|
| 271 ACCUTANE/ISOTRETINOIN | 290 POMPTON LAKES ENVIRONMENTAL LITIGATION |
| 274 RISPERDAL/SEROQUEL/ZYPREXA | 291 PELVIC MESH/GYNECARE |
| 278 ZOMETA/AREDIA | 292 PELVIC MESH/BARD |
| 279 GADOLINIUM | 293 DEPUY ASR HIP IMPLANT LITIGATION |
| 281 BRISTOL-MYERS SQUIBB ENVIRONMENTAL | 295 ALLODERM REGENERATIVE TISSUE MATRIX |
| 282 FOSAMAX | 296 STRYKER REJUVENATE/ABG II MODULAR HIP STEM COMPONENTS |
| 285 STRYKER TRIDENT HIP IMPLANTS | 297 MIRENA CONTRACEPTIVE DEVICE |
| 286 LEVAQUIN | 299 OLMESARTAN MEDOXOMIL MEDICATIONS/BENICAR |
| 287 YAZ/YASMIN/OCELLA | 300 TALC-BASED BODY POWDERS |
| 288 PRUDENTIAL TORT LITIGATION | 601 ASBESTOS |
| 289 REGLAN | 623 PROPECIA |

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

Kevin R. Dochney, Esquire – Attorney ID - 015901984
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Direct Dial: (856) 797-4007
Fax: (856) 797-4015
Attorney for Defendant(s), Union Paving & Construction Co., Inc.
File No. 433070

BERKELEY TOWNSHIP SEWERAGE
AUTHORITY,

Plaintiff(s),

vs.

NEW JERSEY DEPARTMENT OF
TRANSPORTATION, JAMES MESINGER,
UNION PAVING AND CONSTRUCTION
COMPANY, INC., McCORMICK AND
TAYLOR DESIGN ENGINEERS, INC., C.J.
HESSE, INC., JOHN DOES 1-100 (a fictitious:
name for persons presently unknown) and
XYZ, INC. 1-100 (a fictitious name for a
business entity presently unknown),

Defendant(s).

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION
OCEAN COUNTY

DOCKET NO. OCN-L-1728-16

CIVIL ACTION

ANSWER, SEPARATE DEFENSES,
CROSSCLAIMS, ANSWER TO
CROSSCLAIMS, DESIGNATION OF
TRIAL COUNSEL, CERTIFICATION,
JURY DEMAND AND PROOF OF
SERVICE

Answering Defendant, Union Paving and Construction Company, Inc., by way of

Answer to Complaint, says:

PARTIES

1. Admitted.
2. Defendant admits the office location and that it was a contractor on the project. The remaining allegations are denied.
3. Answering defendant has insufficient knowledge or information to form a belief as to the truth of the allegations contained in this paragraph.

4. Answering defendant has insufficient knowledge or information to form a belief as to the truth of the allegations contained in this paragraph.

5. Admitted.

INTRODUCTION

1. Answering defendant has insufficient knowledge or information to form a belief as to the truth of the allegations contained in this paragraph.

2. Denied.

3. Answering defendant has insufficient knowledge or information to form a belief as to the truth of the allegations contained in this paragraph.

4. Answering defendant has insufficient knowledge or information to form a belief as to the truth of the allegations contained in this paragraph.

5. Answering defendant has insufficient knowledge or information to form a belief as to the truth of the allegations contained in this paragraph.

6. Answering defendant has insufficient knowledge or information to form a belief as to the truth of the allegations contained in this paragraph.

7. Denied.

8. Answering defendant has insufficient knowledge or information to form a belief as to the truth of the allegations contained in this paragraph.

9. Answering defendant has insufficient knowledge or information to form a belief as to the truth of the allegations contained in this paragraph.

10. Answering defendant has insufficient knowledge or information to form a belief as to the truth of the allegations contained in this paragraph.

11. Answering defendant has insufficient knowledge or information to form a belief as to the truth of the allegations contained in this paragraph.

12. Answering defendant has insufficient knowledge or information to form a belief as to the truth of the allegations contained in this paragraph.

13. Answering defendant has insufficient knowledge or information to form a belief as to the truth of the allegations contained in this paragraph.

14. Defendant denies that any repairs were defective. Defendant does not have sufficient knowledge to admit or deny the remaining allegation; therefore they are denied.

15. Denied.

COUNT I

BREACH OF CONTRACT

1. Denied.

2. Denied.

3. Denied.

4. Denied.

5. Denied.

WHEREFORE, the answering defendant seeks judgment dismissing the plaintiff's Complaint, together with costs of suit and attorney's fees.

COUNT II

Breach of Express Warranties

1. Answering defendant repeats the answers made to the allegations of the prior Counts, as if fully set forth at length herein.

2. Denied.

3. Denied.

WHEREFORE, the answering defendant seeks judgment dismissing the plaintiff's Complaint, together with costs of suit and attorney's fees.

COUNT III

Breach of Implied Warranties

1. Answering defendant repeats the answers made to the allegations of the prior Counts, as if fully set forth at length herein.

2. Denied.

3. Denied.

4. Denied.

5. Denied.

6. Denied.

WHEREFORE, the answering defendant seeks judgment dismissing the plaintiff's Complaint, together with costs of suit and attorney's fees.

COUNT IV

Negligence

1. Answering defendant repeats the answers made to the allegations of the prior Counts, as if fully set forth at length herein.

2. Denied.

3. Denied.

4. Denied.

5. Denied.

6. Denied.

7. Denied.

8. Denied.

9. Denied.

WHEREFORE, the answering defendant seeks judgment dismissing the plaintiff's Complaint, together with costs of suit and attorney's fees.

COUNT V

Res Ipsa Loquitor

1. Answering defendant repeats the answers made to the allegations of the prior Counts, as if fully set forth at length herein.

2. Denied.

3. Denied.

4. Denied.

WHEREFORE, the answering defendant seeks judgment dismissing the plaintiff's Complaint, together with costs of suit and attorney's fees.

COUNT VI

Remediation Costs

1. Answering defendant repeats the answers made to the allegations of the prior Counts, as if fully set forth at length herein.

2. Denied.

3. Denied.

WHEREFORE, the answering defendant seeks judgment dismissing the plaintiff's Complaint, together with costs of suit and attorney's fees.

SEPARATE DEFENSES

1. This answering defendant(s) denies any alleged negligence.
2. The answering defendant(s) performed each and every duty allegedly owed to the plaintiff(s).
3. The answering defendant(s) breached no duties which allegedly were owed to the plaintiff(s).
4. The plaintiff(s) have failed to mitigate any damages allegedly sustained and, therefore, the answering defendant(s) reserves the right to move to dismiss the plaintiff(s)' Complaint accordingly.
5. The answering defendant(s) was guilty of no negligence which was the proximate cause of the plaintiff(s)' alleged injuries or damages.
6. The plaintiff(s)' allegations against the answering defendant(s) are brought without a good faith basis and the answering defendant(s) reserves the right to move for costs and attorneys fees pursuant to *N.J.S.A. 2A:15-59.1*.
7. The plaintiff(s)' injuries and damages, if any, were the result of the negligence of persons not parties to this action and, therefore, the answering defendant(s) is not liable.
8. The plaintiff(s)' injuries and damage were the result of circumstances over which the answering defendant(s) had no control or right of control and, therefore, the answering defendant(s) is not liable.
9. The plaintiff(s)' injuries and damages, if any, were the result of the negligence of the plaintiff(s) which was greater than that of the answering defendant(s), if any. Therefore, the answering defendant(s) is not liable.
10. The injuries and damages of which plaintiff(s) complain, if any, were caused by the negligence and/or contributory negligence of the co-defendants which was greater than that of the answering defendant(s), if any. Therefore, the answering defendant(s) is not liable.

11. The answering defendant(s) is only responsible for its portion of any judgment entered in favor of the plaintiff(s), if any, pursuant to the formula created in *N.J.S.A. 2A:15-5-3*.

CROSSCLAIM FOR CONTRIBUTION

PLEASE TAKE NOTICE that the answering defendant(s) demand contribution from the co-defendant(s) New Jersey Department of Transportation, James Mesinger, McCormick and Taylor Design Engineers, Inc., and C.J. Hesse, Inc. pursuant to the Joint Tortfeasors Act of the State of New Jersey, *N.J.S.A. 2A:53A-1*, et seq.

CROSSCLAIM FOR INDEMNIFICATION

The allegations of the plaintiff(s)' Complaint and the damages, if any, sustained by the plaintiff(s) were the result of the sole, culpable acts of negligence of the co-defendant(s) New Jersey Department of Transportation, James Mesinger, McCormick and Taylor Design Engineers, Inc., and C.J. Hesse, Inc..

Any negligence on the part of the answering defendant(s) were secondary and passive, thereby entitling the answering defendant(s) to indemnification.

WHEREFORE, the answering defendant(s) seek indemnification from the co-defendant(s) New Jersey Department of Transportation, James Mesinger, McCormick and Taylor Design Engineers, Inc., and C.J. Hesse, Inc. for any Judgment rendered in favor of the plaintiff(s), together with the costs of suit and attorneys fees.

CROSSCLAIM FOR CONTRACTUAL INDEMNIFICATION

Without admitting any liability herein, the answering defendant(s) assert that there arises out of its relationship with co-defendant(s) New Jersey Department of Transportation and C.J. Hesse, Inc. a contractual obligation entitling it to indemnification from co-defendant(s) New Jersey Department of Transportation and C.J. Hesse, Inc. should liability be found against it.

WHEREFORE, the answering defendant(s) demands judgment against co-defendant(s) New Jersey Department of Transportation and C.J. Hesse, Inc. for

indemnification of any sum for which it might be found liable.

ANSWER TO CROSSCLAIMS

The answering defendant(s) deny each and every Crossclaim filed against it or to be filed against it in this action.

DESIGNATION OF TRIAL COUNSEL

PLEASE TAKE NOTICE that the undersigned is hereby designated as trial counsel pursuant to R. 4:25-4.

CERTIFICATION

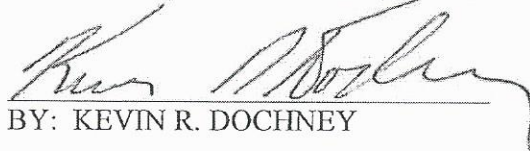
I certify that this pleading was served within the time period allowed under R. 4:6-1(d), as extended.

I certify that at this time, upon information and belief, this matter in controversy is not the subject of another action pending in any Court or the subject of a pending arbitration proceeding and that no other action or arbitration proceeding is contemplated. Furthermore, there are no other non-parties except unidentified parties that caused plaintiff's alleged damages, if any, who should be joined in the action pursuant to R.4:28 or who are subject to joinder pursuant to R.4:29-1(b) because of potential liability to any party on the basis of the same transactional facts.

DEMAND FOR TRIAL BY JURY

Trial by jury is hereby demanded pursuant to R. 1:8-2 and R. 4:35-1.

CAMPBELL, LIPSKI & DOCHNEY
Attorneys for Defendant,
Union Paving & Construction Co.


BY: KEVIN R. DOCHNEY

Dated: August 4, 2016

Kevin R. Dochney, Esquire – Attorney ID - 015901984
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Attorney for Defendant(s), Union Paving & Construction Co., Inc.
File No. 433070

BERKELEY TOWNSHIP SEWERAGE
AUTHORITY,

Plaintiff(s),

vs.

NEW JERSEY DEPARTMENT OF
TRANSPORTATION, JAMES MESINGER,
UNION PAVING AND CONSTRUCTION
COMPANY, INC., McCORMICK AND
TAYLOR DESIGN ENGINEERS, INC., C.J.
HESSE, INC., JOHN DOES 1-100 (a fictitious
name for persons presently unknown) and
XYZ, INC. 1-100 (a fictitious name for a
business entity presently unknown),

Defendant(s).

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION
OCEAN COUNTY

DOCKET NO. OCN-L-1728-16

CIVIL ACTION

CERTIFICATION OF SERVICE

I certify that I served by Regular Mail the original of the within Answer to the Ocean County Clerk.

I certify that I served a copy of this Answer on the person(s) or attorney(s) listed below by mailing it to the person(s) or attorney(s) listed below by regular mail. 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.

David A. Semanchik, Esquire
1300 Hooper Avenue
Toms River, NJ 08753
Attorney for Plaintiff

Dated: August 8, 2016


Donna Miranda, Legal Secretary