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December 13, 2016

Our File No. 4145.98155

Clerk - Law Division
Ocean County Superior Court
118 Washington Street
P.O. Box 2191
Toms River, NJ 08754

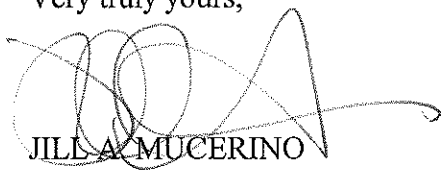
Re: Berkeley Twp. Sewerage Authority v. State of NJ
Docket No.: OCN-L-1728-16

Dear Sir or Madam:

Enclosed please find an original and one copy of the Third-Party Defendant, Greenman-Pedersen, Inc. i/p/a Greenman-Pederson, Inc.'s, Amended Answer to Third-Party Complaint, in the above-captioned matter. Kindly file same and return a filed copy to me in the enclosed self-addressed, stamped envelope. Please charge the firm's collateral account #36750 the applicable filing fee.

Thank you for your anticipated cooperation in this matter.

Very truly yours,



JILL A. MUCERINO

JAM:sc

Enclosures

cc: Sudha V. Raja, Esq.
Brad M. Reiter, Esq.
Dina M. Vicari, Esq.
Kevin R. Dochney, Esq.
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Our File No. 4145.98155

**BERKELEY TOWNSHIP SEWERAGE
AUTHORITY**

Plaintiff,

vs.

**STATE OF NEW JERSEY, DEPARTMENT OF
TRANSPORTATION; JAMES MESINGER;
UNION PAVING AND CONSTRUCTION
COMPANY, INC.; MCCORMICK AND
TAYLOR DESIGN ENGINEERS, INC.; C. J.
HESSE INC.**

Defendants.

vs.

**STATE OF NEW JERSEY, DEPARTMENT OF
TRANSPORTATION**

Defendant/Third-Party Plaintiff,

vs.

**GREENMAN-PEDERSON, INC.; UNION
PAVING AND CONSTRUCTION COMPANY,
INC.; MCCORMICK AND TAYLOR DESIGN
ENGINEERS, INC.**

Third-Party Defendants.

**SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: OCEAN COUNTY
DOCKET NO. OCN-L-1728-16**

**Civil Action
AMENDED ANSWER TO THIRD-PARTY
COMPLAINT, SEPARATE DEFENSES,
CROSSCLAIMS, ANSWER TO
CROSSCLAIMS, DEMAND FOR
STATEMENT OF DAMAGES, JURY
DEMAND, DESIGNATION OF TRIAL
COUNSEL, DEMAND FOR DOCUMENTS
REFERRED TO IN PLEADING AND
CERTIFICATION**

The Third-Party Defendant, Greenman-Pedersen, Inc., i/p/a Greenman-Pederson, Inc., by way of Amended Answer to the Third-Party Complaint, herein says:

FIRST COUNT

1. Paragraph One asserts legal theory or procedural history and thus, is neither admitted nor

denied.

2. Paragraph Two asserts legal theory or procedural history and thus, is neither admitted nor denied.

3. Third-Party Defendant, Greenman-Pedersen, Inc. i/p/a Greenman-Pederson, Inc., admits the allegations contained in Paragraph Three of this Count of the Third-Party Complaint.

4. Third-Party Defendant, Greenman-Pedersen, Inc. i/p/a Greenman-Pederson, Inc., denies the allegations contained in Paragraph Four of this Count of the Third-Party Complaint.

5. Third-Party Defendant, Greenman-Pedersen, Inc. i/p/a Greenman-Pederson, Inc., denies the allegations contained in Paragraph Five of this Count of the Third-Party Complaint.

WHEREFORE, Third-Party Defendant, Greenman-Pedersen, Inc. i/p/a Greenman-Pederson, Inc., demands dismissal of the First Count of the Third-Party Complaint with prejudice, together with counsel fees and such other costs as the Court deems just and equitable.

SECOND COUNT

6. This Third-Party Defendant repeats each and every answer to the allegations contained in the First Count and incorporates same as if set forth at length herein.

7. Third-Party Defendant, Greenman-Pedersen, Inc. i/p/a Greenman-Pederson, Inc., denies the allegations contained in Paragraph Seven of the Third-Party Complaint.

WHEREFORE, Third-Party Defendant, Greenman-Pedersen, Inc. i/p/a Greenman-Pederson, Inc., demands dismissal of the First and Second Counts of the Third-Party Complaint with prejudice, together with counsel fees and such other costs as the Court deems just and equitable.

THIRD COUNT

8. This Third-Party Defendant repeats each and every answer to the allegations contained in the First and Second Counts and incorporates same as if set forth at length herein.

9. Paragraph Nine asserts legal theory or procedural history and thus, is neither admitted nor

denied.

WHEREFORE, Third-Party Defendant, Greenman-Pedersen, Inc. i/p/a Greenman-Pederson, Inc., demands dismissal of the First, Second and Third Counts of the Third-Party Complaint with prejudice, together with counsel fees and such other costs as the Court deems just and equitable.

FIRST SEPARATE DEFENSE

Plaintiff and/or Third-Party Plaintiff is guilty of contributory negligence and, therefore, is barred from recovery.

SECOND SEPARATE DEFENSE

Plaintiff and/or Third-Party Plaintiff is guilty of comparative negligence so as to bar and/or diminish its recovery under the provisions of N.J.S.A. 2A:15-5.1, *et seq.*

THIRD SEPARATE DEFENSE

Third-Party Defendant states that alleged defects resulted from an unavoidable accident insofar as Defendant/Third-Party Plaintiff is concerned and was the direct result of an act of God.

FOURTH SEPARATE DEFENSE

Third-Party Defendant violated no legal duty owing to Plaintiff and/or Third-Party Plaintiff.

FIFTH SEPARATE DEFENSE

The alleged incidents/damages occurred as a result of the carelessness and negligence of third persons over whom Third-Party Defendant had no control.

SIXTH SEPARATE DEFENSE

Plaintiff and/or Third-Party Plaintiff is barred from recovery for failure to state a cause of action.

SEVENTH SEPARATE DEFENSE

The Third-Party Complaint fails to state a claim upon which relief can be granted.

EIGHTH SEPARATE DEFENSE

Plaintiff and/or Third-Party Plaintiff is barred from recovery by virtue of the running of the

Statute of Limitations.

NINTH SEPARATE DEFENSE

Plaintiff and/or Third-Party Plaintiff is barred from recovery by virtue of the Doctrine of Laches.

TENTH SEPARATE DEFENSE

Plaintiff and/or Third-Party Plaintiff is barred from recovery by virtue of the Doctrine of Estoppel.

ELEVENTH SEPARATE DEFENSE

Plaintiff and/or Third-Party Plaintiff is barred from recovery by virtue of the Entire Controversy Doctrine.

TWELFTH SEPARATE DEFENSE

Third-Party Defendant reserves its right to apply for the imposition of sanctions against Plaintiff and/or Third-Party Plaintiff pursuant to N.J.S.A. 2A:15-59.1 and to make an application for counsel fees and costs of suit pursuant to N.J.S.A. 2A:15-59.1 and R. 1:4-8 on the basis that the within cause of action is without merit, is frivolous and has been instituted by Plaintiff and/or Third-Party Plaintiff in bad faith with the intent to harass this Third-Party Defendant and to cause it to incur great expenses in defense of same, all to the damage of this Third-Party Defendant.

THIRTEENTH SEPARATE DEFENSE

Any injury occurring to Plaintiff and/or Third-Party Plaintiff was the direct and proximate result of its own conduct.

FOURTEENTH SEPARATE DEFENSE

Punitive damages may not be awarded against Third-Party Defendant since Plaintiff and/or Third-Party Plaintiff has failed to establish its rights to obtain them.

FIFTEENTH SEPARATE DEFENSE

Third-Party Defendant denies that it was guilty of any negligence which was the proximate or

producing cause of any injuries or damages alleged to have been sustained by Plaintiff and/or Third-Party Plaintiff.

SIXTEENTH SEPARATE DEFENSE

The conduct of Third-Party Defendant was not the proximate cause of Plaintiff and/or Third-Party Plaintiff's alleged damages.

SEVENTEENTH SEPARATE DEFENSE

Plaintiff and/or Third-Party Plaintiff is barred from recovery by virtue of the running of the Statute of Repose.

EIGHTEENTH SEPARATE DEFENSE

Plaintiff and/or Third-Party Plaintiff is barred from recovery for failure to obtain jurisdiction over Third-Party Defendant.

NINETEENTH SEPARATE DEFENSE

The Superior Court of New Jersey, Law Division, Ocean County, does not have jurisdiction to entertain this matter and the allegations complained of and as such, Plaintiff and/or Third-Party Plaintiff is barred from recovery.

TWENTIETH SEPARATE DEFENSE

Plaintiff and/or Third-Party Plaintiff is barred from recovery by virtue of the Doctrine of Accord and Satisfaction.

TWENTY-FIRST SEPARATE DEFENSE

Plaintiff and/or Third-Party Plaintiff has failed to prevent and/or mitigate its damages.

TWENTY-SECOND SEPARATE DEFENSE

If any warranty was extended by Third-Party Defendant for the subject service and/or products, Plaintiff and/or Third-Party Plaintiff has failed to comply with the notice provisions of same and are thereby precluded from any action for the alleged breach of warranty.

TWENTY-THIRD SEPARATE DEFENSE

This Third-Party Defendant was not a joint tortfeasor and is not liable for contribution or indemnification to any other party.

TWENTY-FOURTH SEPARATE DEFENSE

Third-Party Defendant acted with due care at all times set forth in the Complaint and Third-Party Complaint.

TWENTY-FIFTH SEPARATE DEFENSE

Third-Party Plaintiff lacks standing to assert the claims set forth in the Third-Party Complaint and, therefore, the Third-Party Complaint should be dismissed.

TWENTY-SIXTH SEPARATE DEFENSE

Plaintiff and/or Third-Party Plaintiff has not suffered any injury or damage as a result of the conduct of Third-Party Defendant as alleged in the Complaint and Third-Party Complaint, and therefore, the Third-Party Complaint should be dismissed.

TWENTY-SEVENTH SEPARATE DEFENSE

Plaintiff and/or Third-Party Plaintiff has failed to join necessary or indispensable parties without whom this action cannot proceed.

TWENTY-EIGHTH SEPARATE DEFENSE

The incidents which form the basis of this litigation and which allegedly caused injuries and damages to Plaintiff were proximately caused or contributed to by the fault of third persons not parties to this litigation. The responsibility of the party filing this Answer and the right of Plaintiff and/or Third-Party Plaintiff to recover in this litigation can only be determined after the percentages of responsibility of all parties to the incident are determined whether or not they are parties to this litigation. Accordingly, this party seeks an adjudication of the percentage of fault of Plaintiff and/or Third-Party Plaintiff and each and every other person/entity whose fault contributed to the incidents.

TWENTY-NINTH SEPARATE DEFENSE

Plaintiff and/or Third-Party Plaintiff's wrongful conduct bars its claim for relief.

THIRTIETH SEPARATE DEFENSE

The occurrence complained of was neither intended, foreseeable nor preventable by the exercise of reasonable care.

THIRTY-FIRST SEPARATE DEFENSE

Third-Party Defendant did not breach any contractual obligation or warranties expressed, implied or arising by operation of law.

THIRTY-SECOND SEPARATE DEFENSE

At all times relevant to the within litigation, Third-Party Defendant complied with the applicable laws, regulations and standards.

THIRTY-THIRD SEPARATE DEFENSE

Plaintiff and/or Third-Party Plaintiff is barred from recovery for a claim for punitive damages as it is violative of due process and the guarantees of the United States Constitution and the Constitution of the State of New Jersey.

THIRTY-FOURTH SEPARATE DEFENSE

Damages complained of by Plaintiff and/or Third-Party Plaintiff occurred after the warranty expired.

THIRTY-FIFTH SEPARATE DEFENSE

Damages sought by Plaintiff and/or Third-Party Plaintiff are expressly and conspicuously disclaimed in the written warranty.

THIRTY-SIXTH SEPARATE DEFENSE

Plaintiff and/or Third-Party Plaintiff's claims are barred or, at the very least, the damages to which it is entitled are to be reduced by virtue of the Doctrine of Comparative Negligence and the

Comparative Negligence Act, N.J.S.A. 2A:15-5, *et seq.*

THIRTY-SEVENTH SEPARATE DEFENSE

Plaintiff and/or Third-Party Plaintiff failed to give reasonable notice to this party and failed to give this party a reasonable opportunity to cure the alleged defect.

THIRTY-EIGHTH SEPARATE DEFENSE

The damages alleged were the result of unforeseeable intervening acts of an agency independent of this party which bars Plaintiff and/or Third-Party Plaintiff's cause of action.

THIRTY-NINTH SEPARATE DEFENSE

Third-Party Defendant denies that there existed any warranties, either expressed or implied, by them to Plaintiff and/or Third-Party Plaintiff in this action.

FORTIETH SEPARATE DEFENSE

Third-Party Defendant denies the allegations of improper conduct as set forth in the Third-Party Complaint and, as such, Plaintiff and/or Third-Party Plaintiff is not entitled to punitive damages.

FORTY-FIRST SEPARATE DEFENSE

Third-Party Defendant acted on reasonable grounds and without malice and, therefore, is not answerable to Plaintiff nor Third-Party Plaintiff in damages.

FORTY-SECOND SEPARATE DEFENSE

Plaintiff and/or Third-Party Plaintiff is barred from recovery under the Economic Loss Doctrine.

FORTY-THIRD SEPARATE DEFENSE

Plaintiff and/or Third-Party Plaintiff is barred from recovery as it was not an intended beneficiary to any contract.

FORTY-FOURTH SEPARATE DEFENSE

Plaintiff and/or Third-Party Plaintiff's claims are barred due to its prior election of remedies.

FORTY-FIFTH SEPARATE DEFENSE

Third-Party Defendant, Greenman-Pedersen, Inc. i/p/a Greenman-Pederson, Inc., expressly and

specifically reserves and pleads any and all rights, remedies and immunities pursuant to the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, *et seq.*, and as such, the Plaintiff and Third-Party Plaintiff is barred from recovery.

FORTY-SIXTH SEPARATE DEFENSE

This Third-Party Defendant, Greenman-Pedersen, Inc. i/p/a Greenman-Pederson, Inc., is immune from liability pursuant to the provisions of N.J.S.A. 59:2-1.

FORTY-SEVENTH SEPARATE DEFENSE

This Third-Party Defendant, Greenman-Pedersen, Inc. i/p/a Greenman-Pederson, Inc., is immune from any prejudgment interest in the event of a judgment pursuant to N.J.S.A. 59:2(a).

FORTY-EIGHTH SEPARATE DEFENSE

This Third-Party Defendant, Greenman-Pedersen, Inc. i/p/a Greenman-Pederson, Inc., is immune from liability pursuant to the provisions of N.J.S.A. 59:2-2.

FORTY-NINTH SEPARATE DEFENSE

Third-Party Defendant, Greenman-Pedersen, Inc. i/p/a Greenman-Pederson, Inc., is immune from liability pursuant to the provisions of N.J.S.A. 59:2-2(b).

FIFTIETH SEPARATE DEFENSE

This Third-Party Defendant, Greenman-Pedersen, Inc. i/p/a Greenman-Pederson, Inc., is immune from liability pursuant to the provisions of N.J.S.A. 59:2-3.

FIFTY-FIRST SEPARATE DEFENSE

This Third-Party Defendant, Greenman-Pedersen, Inc. i/p/a Greenman-Pederson, Inc., impleads and is entitled to a credit for any benefits paid to the Plaintiff and/or Third-Party Plaintiff pursuant to the provisions of N.J.S.A. 59:9-2(e).

FIFTY-SECOND SEPARATE DEFENSE

This Third-Party Defendant, Greenman-Pedersen, Inc. i/p/a Greenman-Pederson, Inc., is immune

from liability pursuant to the provisions of N.J.S.A. 59:2-4.

FIFTY-THIRD SEPARATE DEFENSE

This Third-Party Defendant, Greenman-Pedersen, Inc. i/p/a Greenman-Pederson, Inc., is immune from liability pursuant to the provisions of N.J.S.A. 59:2-5.

FIFTY-FOURTH SEPARATE DEFENSE

Third-Party Defendant, Greenman-Pedersen, Inc. i/p/a Greenman-Pederson, Inc., is immune from liability pursuant to the provisions of N.J.S.A. 59:2-6.

FIFTY-FIFTH SEPARATE DEFENSE

This Third-Party Defendant, Greenman-Pedersen, Inc. i/p/a Greenman-Pederson, Inc., is immune from liability pursuant to the provisions of N.J.S.A. 59:3-1.

FIFTY-SIXTH SEPARATE DEFENSE

This Third-Party Defendant, Greenman-Pedersen, Inc. i/p/a Greenman-Pederson, Inc., is immune from liability pursuant to the provisions of N.J.S.A. 59:3-2.

FIFTY-SEVENTH SEPARATE DEFENSE

This Third-Party defendant, Greenman-Pedersen, Inc. i/p/a Greenman-Pederson, Inc., is immune from liability pursuant to the provisions of N.J.S.A. 59:3-3.

FIFTY-EIGHTH SEPARATE DEFENSE

This Third-Party Defendant, Greenman-Pedersen, Inc. i/p/a Greenman-Pederson, Inc., is immune from liability pursuant to the provisions of N.J.S.A. 59:3-5.

FIFTY-NINTH SEPARATE DEFENSE

This Third-Party Defendant, Greenman-Pedersen, Inc., is immune from liability pursuant to the provisions of N.J.S.A. 59:3-7.

SIXTIETH SEPARATE DEFENSE

Third-Party Defendant, Greenman-Pedersen, Inc. i/p/a Greenman-Pederson, Inc., is immune from liability pursuant to the provisions of N.J.S.A. 59:3-8.

SIXTY-FIRST SEPARATE DEFENSE

This Third-Party Defendant, Greenman-Pedersen, Inc. i/p/a Greenman-Pederson, Inc., is immune from liability pursuant to the provisions of N.J.S.A. 59:3-10.

SIXTY-SECOND SEPARATE DEFENSE

This Third-Party Defendant, Greenman-Pedersen, Inc. i/p/a Greenman-Pederson, Inc., is immune from liability pursuant to the provisions of N.J.S.A. 59:4-2.

SIXTY-THIRD SEPARATE DEFENSE

This Third-Party Defendant, Greenman-Pedersen, Inc. i/p/a Greenman-Pederson, Inc., is immune from liability pursuant to the provisions of N.J.S.A. 59:4-3.

SIXTY-FOURTH SEPARATE DEFENSE

This Third-Party Defendant, Greenman-Pedersen, Inc. i/p/a Greenman-Pederson, Inc., is immune from liability pursuant to the provisions of N.J.S.A. 59:4-6.

SIXTY-FIFTH SEPARATE DEFENSE

The Third-Party Defendant, Greenman Pedersen, Inc. i/p/a Greenman-Pederson, Inc., is immune from liability pursuant to the provisions of N.J.S.A. 59:4-5.

SIXTY-SIXTH SEPARATE DEFENSE

The Plaintiff and/or Third-Party Plaintiff has failed to timely file in proper form and substance, a Notice of Claim pursuant to the provisions of N.J.S.A. 59:3, 4, 5, 7, 8 and 10 of the New Jersey Tort Claims Act, and as such, the Plaintiff and/or Third-Party Plaintiff is barred from recovery.

SIXTY-SEVENTH SEPARATE DEFENSE

Plaintiff and/or Third-Party Plaintiff is barred from recovery for failure to present and otherwise file a Notice of Claim within the time, form and place as required by Chapter 8 of Title 59 of the New Jersey Revised Statutes and as such the Third-Party Defendant, Greenman-Pedersen, Inc. i/p/a Greenman-Pederson, Inc., is immune from liability and the Plaintiff and/or Third-Party Plaintiff is barred from recovery.

SIXTY-EIGHTH SEPARATE DEFENSE

This Third-Party Defendant, Greenman-Pedersen, Inc. i/p/a Greenman-Pederson, Inc., is immune from liability pursuant to the provisions of N.J.S.A. 59:9-3.

SIXTY-NINTH SEPARATE DEFENSE

This Third-Party Defendant, Greenman-Pedersen, Inc. i/p/a Greenman-Pederson, Inc., is immune from liability pursuant to the provisions of N.J.S.A. 59:9-4.

SEVENTIETH SEPARATE DEFENSE

This Third-Party Defendant, Greenman-Pedersen, Inc. i/p/a Greenman-Pederson, Inc., is immune from liability pursuant to the provisions of N.J.S.A. 59:9-5.

SEVENTY-FIRST SEPARATE DEFENSE

This Third-Party Defendant, Greenman-Pedersen, Inc. i/p/a Greenman-Pederson, Inc., is immune from liability pursuant to the provisions of N.J.S.A. 59:10-1, *et seq.*

SEVENTY-SECOND SEPARATE DEFENSE

Plaintiff and/or Third-Party Plaintiff failed to file an Affidavit of Merit pursuant to N.J.S.A. § 2A:53A.

CROSSCLAIMS

Third-Party Defendant, Greenman-Pedersen, Inc. i/p/a Greenman-Pederson, Inc., by way of Crossclaims against the Defendants, James Mesinger, Union Paving and Construction Company, Inc., McCormick and Taylor Design Engineers, Inc. and C. J. Hesse, Inc., says:

FIRST COUNT

Third-Party Defendant, Greenman-Pedersen, Inc. i/p/a Greenman-Pederson, Inc., denies that it was negligent and states that the alleged incidents and related damages were the direct and proximate result of the actions of the Co-Defendants, James Mesinger, Union Paving and Construction Company, Inc., McCormick and Taylor Design Engineers, Inc. and C. J. Hesse, Inc., and that they were solely

responsible for the injuries sustained by the Plaintiff and/or Third-Party Plaintiff, but in the event that this Third-Party Defendant is found guilty of comparative negligence, Third-Party Defendant, Greenman-Pedersen, Inc. i/p/a Greenman-Pederson, Inc., demands contribution under and by reason of the Joint Tortfeasors Contribution Act, N.J.S.A. 2A:53A-1, *et seq.*, and as provided by the provisions of the Comparative Negligence Act, N.J.S.A. 2A:15-5.3, for a proportionate share of all of which the Plaintiff may recover.

WHEREFORE, Third-Party Defendant, Greenman-Pedersen, Inc. i/p/a Greenman-Pederson, Inc., demands judgment against the Co-Defendants, James Mesinger, Union Paving and Construction Company, Inc., McCormick and Taylor Design Engineers, Inc. and C. J. Hesse, Inc., on all claims and damages alleged by the Plaintiff and/or Third-Party Plaintiff together with interest, attorney fees, costs of suit, and such other relief as the Court deems equitable and just.

SECOND COUNT

Third-Party Defendant, Greenman-Pedersen, Inc. i/p/a Greenman-Pederson, Inc., while denying the allegations contained in the Third-Party Complaint, demand contractual indemnification, both expressed and implied, from the Co-defendants, James Mesinger, Union Paving and Construction Company, Inc., McCormick and Taylor Design Engineers, Inc. and C. J. Hesse, Inc.

WHEREFORE, Third-Party Defendant, Greenman-Pedersen, Inc. i/p/a Greenman-Pederson, Inc., demands judgment for contractual indemnification against the Co-defendants, James Mesinger, Union Paving and Construction Company, Inc., McCormick and Taylor Design Engineers, Inc. and C. J. Hesse, Inc., for and against all claims and damages alleged by the Plaintiff and/or Third-Party Plaintiff together with interest, attorney fees, costs of suit, and such other relief as the Court deems equitable and just.

THIRD COUNT

Third-Party Defendant, Greenman-Pedersen, Inc. i/p/a Greenman-Pederson, Inc., while denying the allegations contained in the Third-Party Complaint, is entitled to common law indemnity on the grounds that the negligence of this Third-Party Defendant, while denied, would be technical, vicarious,

imputed and passive and the Co-defendants, James Mesinger, Union Paving and Construction Company, Inc., McCormick and Taylor Design Engineers, Inc. and C. J. Hesse, Inc., had the primary, active and actual obligation to the Plaintiff and/or Third-Party Plaintiff.

WHEREFORE, Third-Party Defendant, Greenman-Pedersen, Inc. i/p/a Greenman-Pederson, Inc., hereby demands common law indemnity from the Co-defendants, James Mesinger, Union Paving and Construction Company, Inc., McCormick and Taylor Design Engineers, Inc. and C. J. Hesse, Inc., for all monies paid by way of settlement or judgment, interest, counsel fees and costs.

ANSWER TO CROSSCLAIMS

Third-Party Defendant, Greenman-Pedersen, Inc. i/p/a Greenman-Pederson, Inc., by way of answer to any Crossclaims filed, or to be filed herein, says:

This Third-Party Defendant denies any and all allegations contained in any Crossclaims filed or to be filed in this matter; denies the Co-Defendants are entitled to contribution and/or indemnification; and holds the Co-Defendants to their proofs.

JURY DEMAND

The Third-Party Defendant, Greenman-Pedersen, Inc. i/p/a Greenman-Pederson, Inc., hereby demands a trial by jury on all issues in the above-captioned matter.

DEMAND FOR STATEMENT OF DAMAGES

Please take notice that pursuant to Rule 4:5-2, the Third-Party Defendant, Greenman-Pedersen, Inc. i/p/a Greenman-Pederson, Inc., requires that within five days Plaintiff and/or Third-Party Plaintiff furnish a Statement of the Amount of Damages Claimed.

DEMAND FOR DOCUMENTS REFERRED TO IN PLEADING

In accordance with Rule 4:18-2, demand is hereby made that any documents referred to in any pleading are to be served upon Third-Party Defendant, Greenman-Pedersen, Inc. i/p/a Greenman-Pederson, Inc., within five days of this demand.

REQUEST FOR ALLOCATION PURSUANT TO RULE 4:7-5(c)

If any party settles their claims prior to verdict, the Third-Party Defendant, Greenman-Pedersen, Inc. i/p/a Greenman-Pederson, Inc., will seek an allocation by the fact finder of the liability of the settling party. Despite any settlement by a settling party, the liability of that settling party will remain an issue. This Third-Party Defendant will rely upon the Direct examination and cross-examination of the Plaintiff and/or Third-Party Plaintiff's expert witnesses, and any and all other witnesses at the time of trial, in support of this allocation and specifically reserves the right to call any and all such witnesses. All parties are being apprised of this pursuant to Rule 4:7-5(c) and Young v. Latta, 123 N.J. 584 (1991).

DESIGNATION OF TRIAL COUNSEL

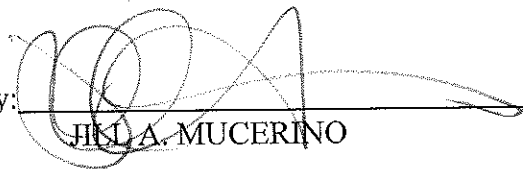
Pursuant to the provisions of R. 4:25-4, the Court is advised that Jill A. Mucerino, Esquire, is hereby designated as trial counsel for Third-Party Defendant, Greenman-Pedersen, Inc. i/p/a Greenman-Pederson, Inc.

CERTIFICATION

In accordance with Rule 4:5-1(b)(2), I hereby certify that the matter in controversy is not the subject matter of any other action or arbitration proceeding, now or contemplated, and that at this time no other parties should be joined in this action.

I hereby certify that the within Answer To Third-Party Complaint was filed within the time prescribed by Rule 4:6, and that a true copy of same has been served upon all counsel of record by first class mail on even date hereof.

GOLDEN, ROTHSCHILD, SPAGNOLA, LUNDELL,
BOYLAN & GARUBO, P.C.
Attorneys for Third-Party Defendant,
Greenman-Pedersen, Inc. i/p/a Greenman-Pederson, Inc.

By: 

J. A. MUCERTINO

Dated: December 13, 2016