

PARSEKIAN & SOLOMON, P.C.  
140 MAIN STREET  
HACKENSACK, NEW JERSEY 07601  
(201) 487-2080  
Attorneys for Defendant, William Lee Childs

**FILED**  
CUSTOMER SERVICE TEAM

NOV 30 2012

SUPERIOR COURT OF NEW JERSEY  
COUNTY OF HUDSON  
CIVIL DIVISION #6

LYNNE MITCHNICK,	:	SUPERIOR COURT OF NEW JERSEY
	:	LAW DIVISION
	:	HUDSON COUNTY
Plaintiff,	:	
	:	DOCKET NO.: HUD L-4742-12
v.	:	
	:	CIVIL ACTION
WILLIAM LEE CHILDS	:	
	:	ANSWER TO COMPLAINT
Defendant	:	AFFIRMATIVE DEFENSES
	:	

The defendant WILLIAM LEE CHILDS, residing at 11617 Newbridge Court, Reston, Virginia, by way of Answer to the Complaint of the Plaintiff hereby states:

**THE PARTIES**

1. The defendant admits the allegations of paragraph one.
2. The defendant admits the allegations of paragraph two.

**VENUE AND JURISDICTION**

3. Paragraph one contains legal statements and conclusions. Defendant neither admits nor denies said allegations and leaves plaintiff to its proofs.
4. Paragraph two one contains legal statements and conclusions. Defendant neither admits nor denies said allegations and leaves plaintiff to its proofs.

**FIRST COUNT**

5. The defendant repeats and realleges his response to all of the foregoing Paragraphs as if set forth verbatim herein.
6. Defendant admits the allegations of the second paragraph of the first count of the complaint.
7. With regard to paragraph three of the first count, the defendant admits that he

had agreement with the plaintiff but notes that a copy of the agreement is not attached to the complaint. Any agreement between the parties would speak for itself.

8. With regard to paragraph four of the first count the defendant states that the agreement speaks for itself.
9. Defendant denies the allegations of paragraph five of the first count.
10. Defendant denies the allegations of paragraph six of the first count.
11. Defendant denies the allegations of paragraph seven of the first count.
12. Defendant denies the allegations of paragraph eight of the first count.

#### SECOND COUNT

13. The defendant repeats and realleges his response to all of the foregoing paragraphs as if set forth verbatim herein.
14. With regard to paragraph two of the second count, the defendant admits that at certain points in time he received funds from the plaintiff pursuant to an agreement between the parties. With regard to the legal ramifications of same, the defendant leaves plaintiff to her proofs.
15. Defendant does not have sufficient knowledge or information to form a response to paragraph three of the second count of e complaint as it calls for a conclusion as to the state of mind of the plaintiff. This paragraph does not apply to this defendant and she does not submit a response thereto
16. Defendant denies the allegations of paragraph four of the second count.
17. Defendant denies the allegations of paragraph five of the second count.

### THIRD COUNT

18. The defendant repeats and realleges his response to all of the foregoing paragraphs as if set forth verbatim herein.
19. Defendant denies the allegations of paragraph two of the third count.
20. Defendant denies the allegations of paragraph three of the third count

### SEPARATE DEFENSES

1. The complaint fails to state a cause of action for which relief may be granted.
2. The complaint is barred on the grounds that the conduct of the plaintiff has caused a waiver of any rights he may have had against the defendant and therefore he cannot recover in this action.
3. The action is barred by the statute of limitations
4. The plaintiff's complaint is barred by failure to exhaust administrative remedies and/or failure to abide by the proper filing procedures.
5. Plaintiff has failed to establish any harm or injury
6. Plaintiff is guilty of contributory and comparative negligence
7. Plaintiff is guilty of unclean hands
8. There has been an accord and satisfaction between the parties
9. Plaintiff's complaint is barred by laches, estoppel and waiver.
10. Plaintiff is not entitled to legal fees as she has failed to set forth a claim therefore.
11. The defendant has substantially complied with any and all written and verbal agreements between the parties and the plaintiff is therefore not entitled to any relief.
12. The plaintiff has failed to mitigate her damages.
13. In so far as any written or verbal agreement between the parties related to

performance by the defendant in "on line poker" activities said provision is not enforceable as "on line poker" was or is now illegal under New Jersey and Federal law.

14. The plaintiff's own performance has prevented the defendant from performing the terms of the agreement.

15. The plaintiff has breached the terms of any and all agreements between the parties and is therefore not entitled to any recovery.

16. The defendant reserves the right to assert additional defenses as they become available during the course of this litigation by discovery or any other means.

Wherefore the defendant WILLIAM LEE CHILDS demands judgment dismissing the case with prejudice counsel fees and costs of suit.

PARSEKIAN & SOLOMON, P.C.  
Attorneys for Plaintiff.

By   
MELVIN R. SOLOMON, Esquire

Dated: November 27, 2012

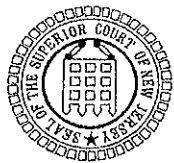
**CERTIFICATION UNDER RULE 4:5-1(b)(2)**

I certify that I am not aware of any other action pending in any other court or of a pending arbitration proceeding related to the matter in controversy in this case. I further certify that I am not aware of any contemplated action or arbitration proceeding related to this matter. I do not know of any other party who should be joined in this action.

PARSEKIAN & SOLOMON, P.C.  
Attorneys for Plaintiff

By   
MELVIN R. SOLOMON, Esquire

Dated: November 27, 2012



# CIVIL CASE INFORMATION STATEMENT (CIS)

Use for Initial Law Division  
 Civil Part pleadings (not motions) under *Rule* 4:5-1.  
**Pleading will be rejected for filing, under *Rule* 1:5-6(c), if information above the black bar is not completed or if attorney's signature is not affixed.**

FOR USE BY CLERK'S OFFICE ONLY		
PAYMENT TYPE:	<input type="checkbox"/> CK	<input type="checkbox"/> CG <input type="checkbox"/> CA
CHG/CK NO.:		
AMOUNT:		
OVERPAYMENT:		
BATCH NUMBER:		

ATTORNEY/PRO SE NAME <b>Melvin R. Solomon</b>		TELEPHONE NUMBER ( 201 ) 487-2080	COUNTY OF VENUE <b>Hudson County</b>
FIRM NAME (if applicable) <b>Parsekian &amp; Solomon, P.C.</b>		DOCKET NUMBER (when available) <b>HUD-L-4742-12</b>	
OFFICE ADDRESS <b>140 Main Street Hackensack, New Jersey, 07601</b>		DOCUMENT TYPE <b>Answer</b>	
		JURY DEMAND <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
NAME OF PARTY (e.g., John Doe, Plaintiff) <b>William Lee Childs</b>	CAPTION <b>Lynne Mitchnick v. William Lee Childs</b>		
CASE TYPE NUMBER (See reverse side for listing) <b>599- Contract</b>	IS THIS A PROFESSIONAL MALPRACTICE CASE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO IF YOU HAVE CHECKED "YES," SEE N.J.S.A. 2A:53A-27 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 checked="" type="checkbox"/> NONE <input type="checkbox"/> UNKNOWN		

**THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE.**

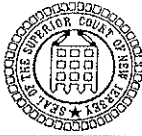
CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION		
DO PARTIES HAVE A CURRENT, PAST OR RECURRENT RELATIONSHIP? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	IF YES, IS THAT RELATIONSHIP <input type="checkbox"/> EMPLOYER-EMPLOYEE <input type="checkbox"/> 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 *Rule* 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

**Centrally Managed Litigation (Track IV)**

- |                                  |  |
|----------------------------------|--|
| 280 ZELNORM                      | 290 POMPTON LAKES ENVIRONMENTAL LITIGATION |
| 285 STRYKER TRIDENT HIP IMPLANTS | 291 PELVIC MESH/GYNECARE                   |
| 288 PRUDENTIAL TORT LITIGATION   | 292 PELVIC MESH/BARD                       |
| 289 REGLAN                       | 293 DEPUY ASR HIP IMPLANT LITIGATION       |

**Mass Tort (Track IV)**

- |                                       |  |
|---------------------------------------|--|
| 248 CIBA GEIGY                        | 281 BRISTOL-MYERS SQUIBB ENVIRONMENTAL |
| 266 HORMONE REPLACEMENT THERAPY (HRT) | 282 FOSAMAX                            |
| 271 ACCUTANE/ISOTRETINOIN             | 284 NUVARING                           |
| 274 RISPERDAL/SEROQUEL/ZYPREXA        | 286 LEVAQUIN                           |
| 278 ZOMETA/AREDIA                     | 287 YAZ/YASMIN/OCELLA                  |
| 278 GADOLINIUM                        | 601 ASBESTOS                           |

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:

Verbal Threshold

Putative Class Action

Title 59