

Trenk Isabel Siddiqi & Shahdanian PC
45 Essex Street Suite 106
Hackensack, New Jersey 07601
William F. Rupp, Esq. (ID # 002891975)
Tel. No. (973) 327-0243
Attorneys for Defendants, Township of Teaneck and Curtis Caviness

NJ PUPPY STORE t/a
WAYNE PUPPIES

Plaintiff

vs.

TOWNSHIP OF TEANECK; CURTIS
CAVINESS, Chief Registered and
Health Department Township
Manager; and HILLARY GOLDBERG

Defendants

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION-BERGEN COUNTY

DOCKET NO. BER-L-001240-23

CIVIL ACTION

ANSWER

Defendants, Township of Teaneck, a municipal corporation of the State of New Jersey, and Curtis Caviness, with offices located at 818 Teaneck Road, in the Township of Teaneck, County of Bergen and State of New Jersey, in answer to Plaintiff's Complaint says that:

NATURE OF THIS ACTION

1. Defendants, Township of Teaneck and Curtis Caviness, deny the allegations in Paragraph 1 of Plaintiff's Complaint.
2. Defendants, Township of Teaneck and Curtis Caviness, deny the

allegations in Paragraph 2 of Plaintiff's Complaint.

3. Defendants, Township of Teaneck and Curtis Caviness, deny the allegations in Paragraph 3 of Plaintiff's Complaint but admit that Plaintiff was advised that it could not sell or offer for sale dogs or cats pursuant to Teaneck's ordinances.
4. Defendants, Township of Teaneck and Curtis Caviness, deny the allegations in Paragraph 4 of Plaintiff's Complaint.
5. Defendants, Township of Teaneck and Curtis Caviness, deny the allegations in Paragraph 5 of Plaintiff's Complaint.
6. Defendants, Township of Teaneck and Curtis Caviness, are without information sufficient to form a belief as to the truth of the allegations in Paragraph 6 of Plaintiff's Complaint and leave Plaintiff to its proofs, but deny that "the Township reversed its original decision to allow Wayne Puppies to operate in Teaneck, as agreed."
7. Defendants, Township of Teaneck and Curtis Caviness, deny the allegations in Paragraph 7 of Plaintiff's Complaint.

THE PARTIES

8. Defendants, Township of Teaneck and Curtis Caviness, admit the allegations set forth in Paragraph 8 of Plaintiff's.
9. Defendants, Township of Teaneck and Curtis Caviness, deny the allegations set forth in Paragraph 9 of Plaintiff's Complaint.

10. Defendants, Township of Teaneck and Curtis Caviness, deny the allegations set forth in Paragraph 10 of Plaintiff's Complaint.
11. Defendants, Township of Teaneck and Curtis Caviness, are without information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 11 of Plaintiff's Complaint and leave Plaintiff to its proofs.
12. Defendants, Township of Teaneck and Curtis Caviness, deny the allegations set forth in Paragraph 12 of Plaintiff's Complaint and leaves Plaintiff to its proofs but admits that "Plaintiff Wayne Puppies is a company located in Wayne, New Jersey that sells puppies and puppy supplies."
13. Defendants, Township of Teaneck and Curtis Caviness admit the allegations set forth in Paragraph 13 of Plaintiff's Complaint.
14. Defendants, Township of Teaneck and Curtis Caviness, deny the allegations set forth in Paragraph 14 of Plaintiff's Complaint.
15. Defendants, Township of Teaneck and Curtis Caviness, deny the allegations set forth in Paragraph 15 of Plaintiff's Complaint.
16. Defendants, Township of Teaneck and Curtis Caviness deny the allegations set forth in Paragraph 16 of Plaintiff's Complaint.
17. Defendants, Township of Teaneck and Curtis Caviness, deny the allegations set forth in Paragraph 17 of Plaintiff's Complaint.
18. Defendants, Township of Teaneck and Curtis Caviness, deny the

allegations set forth in Paragraph 18 of Plaintiff's Complaint.

19. Defendants, Township of Teaneck and Curtis Caviness, deny the allegations set forth in Paragraph 19 of Plaintiff's Complaint.

20. Defendants, Township of Teaneck and Curtis Caviness, deny the allegations set forth in Paragraph 20 of Plaintiff's Complaint.

21. Defendants, Township of Teaneck and Curtis Caviness, deny the allegations set forth in Paragraph 21 of Plaintiff's Complaint but admit that by letter dated July 25, 2022, the Township of Teaneck replied to a letter from Plaintiff's attorney dated July 18, 2022, in which the applicable provisions of Article IX of Chapter 6 of the Code of the Township of Teaneck respecting the sale or offering for sale of cats or dogs were set forth.

22. Defendants, Township of Teaneck and Curtis Caviness, admit the allegations set forth in Paragraph 22 of Plaintiff's Complaint.

23. Defendants, Township of Teaneck and Curtis Caviness, deny the allegations set forth in Paragraph 23 of Plaintiff's Complaint.

24. Defendants, Township of Teaneck and Curtis Caviness, deny the allegations set forth in Paragraph 24 of Plaintiff's Complaint.

25. Defendants, Township of Teaneck and Curtis Caviness, deny the allegations set forth in Paragraph 25 of Plaintiff's Complaint but admit that Plaintiff had discussions with Defendant Curtis Caviness, the Chief

Registered Environmental Health Specialist for the Township of Teaneck.

26. Defendants, Township of Teaneck and Curtis Caviness, deny the allegations in Paragraph 26 of Plaintiff's Complaint.
27. Defendants, Township of Teaneck and Curtis Caviness, deny the allegations in Paragraph 27 of Plaintiff's Complaint.
28. Defendants, Township of Teaneck and Curtis Caviness, deny the allegations in Paragraph 28 of Plaintiff's Complaint.
29. Defendants, Township of Teaneck and Curtis Caviness, deny the allegations in Paragraph 29 of Plaintiff's Complaint.
30. Defendants, Township of Teaneck and Curtis Caviness, deny the allegations in Paragraph 30 of Plaintiff's Complaint.
31. Defendants, Township of Teaneck and Curtis Caviness, deny the allegations in Paragraph 31 of Plaintiff's Complaint.
32. Defendants, Township of Teaneck and Curtis Caviness, are without information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 32 of Plaintiff's Complaint and leave Plaintiff to its proofs.
33. Defendants, Township of Teaneck and Curtis Caviness, deny the allegations in Paragraph 33 of Plaintiff's Complaint.
34. Defendants, Township of Teaneck and Curtis Caviness, deny the allegations in Paragraph 34 of Plaintiff's Complaint.

35. Defendants, Township of Teaneck and Curtis Caviness, deny the allegations in Paragraph 35 of Plaintiff's Complaint but admit that the Township Attorney's office sent a letter to Plaintiff dated July 11, 2022, the terms of which speak for itself.
36. Defendants, Township of Teaneck and Curtis Caviness, deny the allegations in Paragraph 36 of Plaintiff's Complaint but are without information sufficient to form a belief as to Plaintiff's curiosity.
37. Defendants, Township of Teaneck and Curtis Caviness, admit the allegations set forth in Paragraph 37 of Plaintiff's Complaint.
38. Defendants, Township of Teaneck and Curtis Caviness, deny the allegations set forth in Paragraph 38 of Plaintiff's Complaint.
39. Defendants, Township of Teaneck and Curtis Caviness, deny the allegations set forth in Paragraph 39 of Plaintiff's Complaint.
40. Defendants, Township of Teaneck and Curtis Caviness, deny the allegations set forth in Paragraph 40 of Plaintiff's Complaint.
41. Defendants, Township of Teaneck and Curtis Caviness, deny the allegations set forth in Paragraph 41 of Plaintiff's Complaint but admit that Plaintiff had filed a Notice of Claim.
42. Defendants, Township of Teaneck and Curtis Caviness, deny the allegations set forth in Paragraph 42 of Plaintiff's Complaint but admit that the Notice of Claim was received by the Township of Teaneck on August

11, 2022.

43. Defendants, Township of Teaneck and Curtis Caviness admit that no formal reply was made to Plaintiff's Notice of Claim.

44. Defendants, Township of Teaneck and Curtis Caviness, deny the allegations set forth in Paragraph 44 of Plaintiff's Complaint but admit that more than six (6) months have passed since the Notice of Claim was sent.

**HILLARY GOLDBERG DEFAMES WAYNE PUPPIES TO GAIN A
POLITICAL ADVANTAGE**

45. Defendants, Township of Teaneck and Curtis Caviness, are without information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 45 of Plaintiff's Complaint and leave Plaintiff to its proofs.

46. Defendants, Township of Teaneck and Curtis Caviness, are without information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 46 of Plaintiff's Complaint and leave Plaintiff to its proofs.

47. Defendants, Township of Teaneck and Curtis Caviness, are without information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 47 of Plaintiff's Complaint and leave Plaintiff to its proofs.

48. Defendants, Township of Teaneck and Curtis Caviness, are without

information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 48 of Plaintiff's Complaint and leave Plaintiff to its proofs.

49. Defendants, Township of Teaneck and Curtis Caviness, are without information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 49 of Plaintiff's Complaint and leave Plaintiff to its proofs.

50. Defendants, Township of Teaneck and Curtis Caviness, are without information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 50 of Plaintiff's Complaint and leave Plaintiff to its proofs.

51. Defendants, Township of Teaneck and Curtis Caviness, are without information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 51 of Plaintiff's Complaint and leave Plaintiff to its proofs.

52. Defendants, Township of Teaneck and Curtis Caviness, are without information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 52 of Plaintiff's Complaint and leave Plaintiff to its proofs.

53. Defendants, Township of Teaneck and Curtis Caviness, are without information sufficient to form a belief as to the truth of the allegations set

forth in Paragraph 53 of Plaintiff's Complaint and leave Plaintiff to its proofs.

54. Defendants, Township of Teaneck and Curtis Caviness, are without information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 54 of Plaintiff's Complaint and leave Plaintiff to its proofs.

55. Defendants, Township of Teaneck and Curtis Caviness, are without information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 55 of Plaintiff's Complaint and leave Plaintiff to its proofs.

56. Defendants, Township of Teaneck and Curtis Caviness, are without information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 56 of Plaintiff's Complaint and leave Plaintiff to its proofs.

57. Defendants, Township of Teaneck and Curtis Caviness, are without information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 57 of Plaintiff's Complaint and leave Plaintiff to its proofs.

FIRST COUNT

**Declaratory Judgment – Against the Township of Teaneck and
Caviness**

58. Defendants, Township of Teaneck and Curtis Caviness, repeats its answers to Paragraphs 1 through 57 of Plaintiff's Complaint as if the same were set forth here in full.
59. Defendants, Township of Teaneck and Curtis Caviness, deny the allegations in Paragraph 59 of Plaintiff's Complaint.
60. Defendants, Township of Teaneck and Curtis Caviness, deny the allegations in Paragraph 60 of Plaintiff's Complaint.
61. Defendants, Township of Teaneck and Curtis Caviness, deny the allegations in Paragraph 61 of Plaintiff's Complaint but are without information sufficient to form a belief as to Plaintiff's beliefs.
62. Defendants, Township of Teaneck and Curtis Caviness, deny the allegations in Paragraph 62 of Plaintiff's Complaint, but admit that Plaintiff's proposed use violates the Township of Teaneck Code.
63. Defendants, Township of Teaneck and Curtis Caviness, deny the allegations in Paragraph 63 of Plaintiff's Complaint.
64. Defendants, Township of Teaneck and Curtis Caviness, admit the allegations in Paragraph 64 of Plaintiff's Complaint.
65. Defendants, Township of Teaneck and Curtis Caviness, admit the allegations in Paragraph 65 of Plaintiff's Complaint that Plaintiff seeks a declaration of its rights under the Code of the Township of Teaneck.

WHEREFORE, Defendants, Township of Teaneck and Curtis Caviness, demand judgment dismissing Plaintiff's Complaint, costs of suit and such other relief as the Courts deems just and equitable.

SECOND COUNT

Misrepresentation – Against the Township of Teaneck and Caviness

66. Defendants, Township of Teaneck and Curtis Caviness, repeat its answers to Paragraphs 1 through 65 of Plaintiff's Complaint as if the same were set forth here in full.
67. Defendants, Township of Teaneck and Curtis Caviness, deny the allegations in Paragraph 67 of Plaintiff's Complaint, misnumbered as Paragraph 61.
68. Defendants, Township of Teaneck and Curtis Caviness, deny the allegations in Paragraph 68 of Plaintiff's Complaint, misnumbered as Paragraph 62.
69. Defendants, Township of Teaneck and Curtis Caviness, deny the allegations in Paragraph 69 of Plaintiff's Complaint, misnumbered as Paragraph 63.
70. Defendants, Township of Teaneck and Curtis Caviness, deny the allegations in Paragraph 70 of Plaintiff's Complaint, misnumbered as Paragraph 64.
71. Defendants, Township of Teaneck and Curtis Caviness, deny the

allegations in Paragraph 71 of Plaintiff's Complaint, misnumbered as Paragraph 65.

WHEREFORE, Defendants, Township of Teaneck and Curtis Caviness, demand judgment dismissing Plaintiff's Complaint, costs of suit and such other relief as the Courts deems just and equitable.

THIRD COUNT

Breach of Duty – Against Township of Teaneck and Caviness

72. Defendants, Township of Teaneck and Curtis Caviness, repeat its answers to Paragraphs 1 through 71 of Plaintiff's Complaint as if the same were set forth here in full.
73. Defendants, Township of Teaneck and Curtis Caviness, deny the allegations in Paragraph 73 of Plaintiff's Complaint, misnumbered as Paragraph 67.
74. Defendants, Township of Teaneck and Curtis Caviness, deny the allegations in Paragraph 74 of Plaintiff's Complaint, misnumbered as Paragraph 68.
75. Defendants, Township of Teaneck and Curtis Caviness, deny the allegations in Paragraph 75 of Plaintiff's Complaint, misnumbered as Paragraph 69.
76. Defendants, Township of Teaneck and Curtis Caviness, deny the allegations in Paragraph 76 of Plaintiff's Complaint, misnumbered as

Paragraph 70.

77. Defendants, Township of Teaneck and Curtis Caviness, deny the allegations in Paragraph 77 of Plaintiff's Complaint, misnumbered as Paragraph 71.

78. Defendants, Township of Teaneck and Curtis Caviness, deny the allegations in Paragraph 78 of Plaintiff's Complaint, misnumbered as Paragraph 72.

79. Defendants, Township of Teaneck and Curtis Caviness, deny the allegations in Paragraph 79 of Plaintiff's Complaint, misnumbered as Paragraph 73.

WHEREFORE, Defendants, Township of Teaneck and Curtis Caviness, demand judgment dismissing Plaintiff's Complaint, costs of suit and such other relief as the Courts deems just and equitable.

FOURTH COUNT

Defamation – Against Hillary Goldberg, only

80. Defendants, Township of Teaneck and Curtis Caviness, repeat its answers to Paragraphs 1 through 79 of Plaintiff's Complaint as if the same were set forth here in full.

81. Defendants, Township of Teaneck and Curtis Caviness, are without information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 81 of Plaintiff's Complaint, misnumbered as Paragraph

75 and leave Plaintiff to its proofs.

82. Defendants, Township of Teaneck and Curtis Caviness, are without information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 82 of Plaintiff's Complaint, misnumbered as Paragraph 76 and leave Plaintiff to its proofs.

83. Defendants, Township of Teaneck and Curtis Caviness, are without information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 83 of Plaintiff's Complaint, misnumbered as Paragraph 77 and leave Plaintiff to its proofs.

84. Defendants, Township of Teaneck and Curtis Caviness, are without information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 84 of Plaintiff's Complaint, misnumbered as Paragraph 78 and leave Plaintiff to its proofs.

85. Defendants, Township of Teaneck and Curtis Caviness, are without information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 85 of Plaintiff's Complaint, misnumbered as Paragraph 79 and leave Plaintiff to its proofs.

WHEREFORE, Defendants, Township of Teaneck and Curtis Caviness, demand judgment dismissing Plaintiff's Complaint, costs of suit and such other relief as the Courts deems just and equitable.

FIFTH COUNT

Tortious Interference with Contractual Relations – Goldberg, only

86. Defendants, Township of Teaneck and Curtis Caviness, repeat its answers to Paragraphs 1 through 85 of Plaintiff's Complaint as if the same were set forth here in full.

87. Defendants, Township of Teaneck and Curtis Caviness, are without information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 87 of Plaintiff's Complaint, misnumbered as Paragraph 81 and leave Plaintiff to its proofs.

88. Defendants, Township of Teaneck and Curtis Caviness, are without information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 88 of Plaintiff's Complaint, misnumbered as Paragraph 82 and leave Plaintiff to its proofs.

89. Defendants, Township of Teaneck and Curtis Caviness, are without information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 89 of Plaintiff's Complaint, misnumbered as Paragraph 83 and leave Plaintiff to its proofs.

WHEREFORE, Defendants, Township of Teaneck and Curtis Caviness, demand judgment dismissing Plaintiff's Complaint, costs of suit and such other relief as the Courts deems just and equitable.

SIXTH COUNT

Tortious Interference with Prospective economic advance – Goldberg, only

90. Defendants, Township of Teaneck and Curtis Caviness, repeat its answers to Paragraphs 1 through 89 of Plaintiff's Complaint as if the same were set forth here in full.

91. Defendants, Township of Teaneck and Curtis Caviness, are without information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 91 of Plaintiff's Complaint, misnumbered as Paragraph 85 and leave Plaintiff to its proofs.

92. Defendants, Township of Teaneck and Curtis Caviness, are without information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 92 of Plaintiff's Complaint, misnumbered as Paragraph 86 and leave Plaintiff to its proofs.

93. Defendants, Township of Teaneck and Curtis Caviness, are without information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 93 of Plaintiff's Complaint, misnumbered as Paragraph 87 and leave Plaintiff to its proofs.

WHEREFORE, Defendants, Township of Teaneck and Curtis Caviness, demand judgment dismissing Plaintiff's Complaint, costs of suit and such other relief as the Courts deems just and equitable.

AFFIRMATIVE DEFENSES

1. Plaintiff's Complaint fails to state a cause of action upon which relief may be granted.
2. Defendants, Township of Teaneck and Curtis Caviness, are entitled to absolute immunity under the New Jersey Tort Claims Act.
3. Defendants, Township of Teaneck and Curtis Caviness, are entitled to qualified immunity under the New Jersey Tort Claims Act.
4. Defendants, Township of Teaneck and Curtis Caviness, plead each and every defense, limitation, or immunity provided to them under N.J.S.A. 59:1-1, et seq.
5. Plaintiff's recovery is barred by estoppel.
6. Plaintiff's recovery is barred by the doctrine of equitable estoppel.
7. Plaintiff's recovery is barred by the doctrine of unclean hands.
8. Plaintiff's recovery is barred by the doctrine of laches.
9. Plaintiff's recovery is barred by public policy.
10. Plaintiff's recovery is barred by waiver.
11. Any acts on the part of Defendants, Township of Teaneck and Curtis Caviness, were not the proximate cause of any damages that may have been sustained by Plaintiff and therefore, violated no duty owed to Plaintiff.

12. Any acts on part of Defendants, Township of Teaneck and Curtis Caviness, were not the actual cause of any damages that may have been sustained by Plaintiff and therefore, violated no duty owed to Plaintiff.

13. Plaintiff's recovery is barred because Defendants, Township of Teaneck and Curtis Caviness, owed no duty to the Plaintiff.

14. Defendants, Township of Teaneck and Curtis Caviness, acted reasonable at all times.

15. Defendants, Township of Teaneck and Curtis Caviness, acted at all times in good faith without any fraud or malice.

16. Plaintiff's recovery is barred by her own intentional acts of misconduct.

17. Defendants, Township of Teaneck and Curtis Caviness, reserves the right to assert any and all defenses, both legally and factually, as may be justified by information subsequently obtained.

Trenk Isabel Siddiqi and Shahdanian P.C.
Attorneys for the Defendants, Township of Teaneck
and Curtis Caviness

Dated: 3/21/2023

By:  William F. Rupp

CERTIFICATION

I hereby certify that this matter is not the subject of any other action pending in any court or arbitration proceeding, that no such other action or arbitration proceeding is contemplated by this Defendant, and that there are no other parties whom, to the knowledge of the Defendant's counsel, should be joined in this action.

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

Trenk Isabel Siddiqi and Shahdanian P.C.
Attorneys for Defendants, Township of Teaneck
and Curtis Caviness

Dated: 3/21/2023

By:



William F. Rupp


DESIGNATION OF TRIAL COUNSEL

Pursuant to Rule 4:25-4, notice is hereby given that William F. Rupp, Esq., for the law firm of Trenk Isabel Siddiqi and Shahdanian PC., is designated as trial counsel in the above-entitled matter.

Trenk Isabel Siddiqi and Shahdanian P.C.
Attorneys for Defendants, Township of Teaneck
and Curtis Caviness

Dated: 3/21/2023

By:



William F. Rupp

CERTIFICATION PURSUANT TO R. 4:6-1(d)

Pursuant to R. 4:6-1(d), I hereby certify that the within Answer has been served within the time period allowed by the Court.

**TRENK ISABEL SIDDIQI
& SHAHDANIAN P.C.**
*Attorneys for Township of Teaneck and
Curtis Caviness*

Dated: 3/21/2023

By: 
William F. Rupp

JURY DEMAND

Defendants, Township of Teaneck and Curtis Caviness hereby demand a trial by jury on all issues so triable as of right.

Trenk Isabel Siddiqi and Shahdanian P.C.
Attorneys for Defendants, Township of Teaneck
and Curtis Caviness

Dated: 3/21/2023

By: 
William F. Rupp

Trenk Isabel Siddiqi & Shahdanian PC
45 Essex Street Suite 106
Hackensack, New Jersey 07601
William F. Rupp, Esq. (ID # 002891975)
Tel. No. (973) 327-0243
Attorneys for Defendants, Township of Teaneck and Curtis Caviness

NJ PUPPY STORE t/a
WAYNE PUPPIES

Plaintiff

vs.

TOWNSHIP OF TEANECK; CURTIS
CAVINESS, Chief Registered and
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Manager; and HILLARY GOLDBERG

Defendants

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION-BERGEN COUNTY

DOCKET NO. BER-L-001240-23

CIVIL ACTION

PROOF OF SERVICE

CERTIFICATION

1. On March 21, 2023, I, the undersigned, served upon Ryan Milun, Esq. at The Milun Law Firm, LLC, 20 Commerce Drive, Suite 135, Cranford, New Jersey 07016, attorneys for the Plaintiff, via ordinary mail, postage prepaid, and via email to ryan.milun@milunlaw.com, a copy of the within Answer, Case Information Statement, Acknowledgement of Service and Proof of Service with respect to the within matter.

2. On March 21, 2023, I, the undersigned, served upon the Defendant, Hillary Goldberg, at 984 Queen Anne Road, Teaneck, New Jersey 07666 via ordinary mail, postage prepaid, and via email to hillarygoldberg@yahoo.com, a copy of the within Answer, Case Information Statement, Acknowledgement of Service and Proof of Service

with respect to the within matter.

3. On March 21, 2023, I, the undersigned, e-filed with the Superior Court Clerk of New Jersey a copy of the within Answer, Case Information Statement, Acknowledgement of Service and Proof of Service with respect to the within matter.

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.

Trenk Isabel Siddiqi & Shahdanian P.C.
*Attorneys for the Defendants, Township
of Teaneck and Curtis Caviness*

Dated: March 21, 2023



William F. Rupp

Ryan Milun (Bar No. 043412006)
THE MILUN LAW FIRM, LLC
20 Commerce Drive, Suite 135
Cranford, New Jersey 07016
Phone: 862-702-5010, ext. 1001
ryan.milun@milunlaw.com

Attorneys for Plaintiff

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

<p>NJ PUPPY STORE t/a WAYNE PUPPIES</p> <p style="text-align: center;"><i>Plaintiff,</i></p> <p>v.</p> <p>TOWNSHIP OF TEANECK; CURTIS CAVINNESS, Chief Registered Environmental Health Specialist and Health Department Township Manager; and HILARY GOLDBERG</p> <p style="text-align: center;"><i>Defendants.</i></p>	<p>Docket No.:</p> <p><i>Civil Action</i></p> <p>ACKNOWLEDGEMENT OF SERVICE</p>
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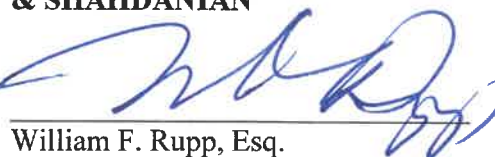
TO: William F. Rupp, Esq.
Trenk Isabel Siddiqi 7 Shahdanian
290 W. Mt. Pleasant Avenue, Suite 2379
Livingston, New Jersey 07039

I hereby acknowledge service of the summons and complaint in this action on behalf of defendant Township of Teaneck, this 21st day of March 2023.

**TRENK, ISABEL, SIDDIQI
& SHAHDANIAN**

Dated: March 21, 2023

By:


William F. Rupp, Esq.

Ryan Milun (Bar No. 043412006)
THE MILUN LAW FIRM, LLC
20 Commerce Drive, Suite 135
Cranford, New Jersey 07016
Phone: 862-702-5010, ext. 1001
ryan.milun@milunlaw.com

Attorneys for Plaintiff

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

<p>NJ PUPPY STORE t/a WAYNE PUPPIES</p> <p style="text-align: center;"><i>Plaintiff,</i></p> <p>v.</p> <p>TOWNSHIP OF TEANECK; CURTIS CAVINESS, Chief Registered Environmental Health Specialist and Health Department Township Manager; and HILARY GOLDBERG</p> <p style="text-align: center;"><i>Defendants.</i></p>	<p>Docket No.:</p> <p><i>Civil Action</i></p> <p>ACKNOWLEDGEMENT OF SERVICE</p>
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TO: William F. Rupp, Esq.
Trenk Isabel Siddiqi 7 Shahdanian
290 W. Mt. Pleasant Avenue, Suite 2379
Livingston, New Jersey 07039

I hereby acknowledge service of the summons and complaint in this action on behalf of defendant Curtis Caviness, this 21 day of March 2023.

**TRENK, ISABEL, SIDDIQI
& SHAHDANIAN**

Dated: March 21, 2023

By:



William F. Rupp, Esq.

Civil Case Information Statement

Case Details: BERGEN | Civil Part Docket# L-001240-23

Case Caption: NJ PUPPY STORE-WAYNE PUPPIES VS
TOWNSHIP OF TEA

Case Initiation Date: 03/06/2023

Attorney Name: WILLIAM F RUPP

Firm Name: TRENK ISABEL SIDDIQI SHAHDANIAN, P.C.

Address: 290 W. MT. PLEASANT AVE STE 2370
LIVINGSTON NJ 07039

Phone: 9735331000

Name of Party: DEFENDANT : TOWNSHIP OF TEANECK

Name of Defendant's Primary Insurance Company
(if known):

Case Type: TORT-OTHER

Document Type: Answer W/Jury Demand

Jury Demand: YES - 6 JURORS

Is this a professional malpractice case? NO

Related cases pending: NO

If yes, list docket numbers:

**Do you anticipate adding any parties (arising out of same
transaction or occurrence)?** NO

Does this case involve claims related to COVID-19? NO

Are sexual abuse claims alleged by: NJ PUPPY STORE-
WAYNEPUPPIES? NO

THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE

CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION

Do parties have a current, past, or recurrent relationship? NO

If yes, is that relationship:

Does the statute governing this case provide for payment of fees by the losing party? NO

**Use this space to alert the court to any special case characteristics that may warrant individual
management or accelerated disposition:**

Do you or your client need any disability accommodations? NO

If yes, please identify the requested accommodation:

Will an interpreter be needed? NO

If yes, for what language:

Please check off each applicable category: Putative Class Action? NO **Title 59?** NO **Consumer Fraud?** NO

I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with *Rule 1:38-7(b)*

03/20/2023
Dated

/s/ WILLIAM F RUPP
Signed