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J.H BARR & ASSOCIATES, L.L.C.  
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(732) 340-0600  
Attorney for Defendant Charles Douglas

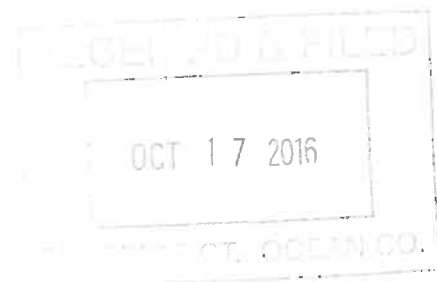
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HAMPTON RIDGE HEALTHCARE & REHABILITATION CENTER,	:	SUPERIOR COURT OF NEW JERSEY
	:	LAW DIVISION: OCEAN COUNTY
	:	
Plaintiff,	:	
	:	
v.	:	DOCKET NO.: L-2335-16
IDELLA WRIGHT and CHARLES DOUGLAS,	:	
	:	CIVIL ACTION
	:	
Defendants.	:	ANSWER and COUNTERCLAIM

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Defendant Charles Douglas, maintaining an address at 1458 Brentwood Terrace,  
Plainfield, New Jersey 07060, by way of Answer to the Complaint of the Plaintiff, says:

1. Admitted.
2. Admitted.
3. Admitted.
4. Denied.
5. Denied.
6. Denied.
7. Denied.
8. Denied.
9. Denied.



10. Denied.

11. Denied.


12. Denied.

13. Denied.

WHEREFORE, Defendant Charles Douglas demands judgment dismissing the Complaint, and seeking costs and fees against the Plaintiff.

DATED: October 14, 2016

J.H BARR & ASSOCIATES, L.L.C.

By:   
Jon-Henry Barr, Esq.

**SEPARATE DEFENSES**

1. The Complaint fails to state a claim upon which relief can be granted.
2. The plaintiff is barred from relief as the Court lacks subject matter jurisdiction.
3. The plaintiff is barred from relief as the Court lacks in personam jurisdiction.
4. Any damages alleged to have been suffered by the plaintiff were caused solely by the plaintiff's own conduct.
5. The plaintiff's claims are barred by the Doctrine of Laches.
6. The plaintiff's claims are barred by the Doctrine of Unclean Hands.
7. The plaintiff's claims are barred by Accord and Satisfaction.
8. The plaintiff's claims are barred by the Doctrine of Waiver.
9. The plaintiff's claims are barred by collateral estoppel.

10. The plaintiff's claims are barred by equitable estoppel.
11. The plaintiff's claims are frivolous pursuant to N.J.S.A. 2A:15-59.1 and Court Rule 1:4-8, permitting this defendant to move for fees and costs.
12. The plaintiff failed to mitigate damages.
13. This answering defendant pleads the Statute of Frauds.
14. Any damages alleged to have been suffered by the plaintiff were caused solely by the co-defendant.
15. This defendant did not breach any warranties, either express or implied.

DATED: October 14, 2015

J.H. BARR & ASSOCIATES, L.L.C.

By: Jon-Henry Barr

Jon-Henry Barr, Esq.

### **COUNTERCLAIM**

#### **First Count – Breach of Contract**

1. The plaintiff advised Defendant-Counterclaimant Charles Douglas that plaintiff was fully capable of caring for and treating Idella Wright.
2. In fact, the plaintiff was unable to properly care for or treat Idella Wright, requiring her to be moved to another more appropriate facility.
3. The plaintiff knew that it would be unable to properly care for or treat Idella Wright.
4. Defendant-Counterclaimant Charles Douglas was specifically advised, both orally and in writing, that he would not be a personal guarantor of payment on behalf of

Idella Wright.

5. Defendant-Counterclaimant Douglas was never provided with any notice of his alleged obligation to personally guarantee payment until this lawsuit was served upon him.
6. Defendant-Counterclaimant Douglas was never provided with any notice of any credits against this bill, including Social Security and personal fund payments for Idella Wright.
7. The failure of the plaintiff to provide proper care for Idella Wright, along with its failure to provide the notices as aforesaid, as well as its reversal of the prior commitment not to hold Defendant-Counterclaimant Douglas personally responsible for unpaid balances, constitute a breach of contract.
8. The plaintiff's breach of contract has caused Defendant-Counterclaimant Douglas damages.

WHEREFORE, Counterclaimant Charles Douglas demands judgment on this count for compensatory and punitive damages, together with interest, legal fees and costs of suit.

**Second Count – Common Law Fraud**

1. Defendant-Counterclaimant Douglas repeats and reiterates each allegation of the First Count of the Counterclaim as if same were set forth at length herein.
2. Defendant-Counterclaimant Douglas was never provided with any notice of the plaintiff's inability to provide care to Idella Wright until after a significant monetary obligation was

incurred by her.

3. Defendant-Counterclaimant Douglas was specifically enticed into signing an Admission Agreement on behalf of Idella Wright with the false promise that he would not be held personally responsible for her financial obligations as long as Idella Wright's funds were used to pay the plaintiff.
4. Plaintiff also falsely claimed that a "spend-down" had to take place which spending would be restricted to paying the plaintiff as a "private-pay" patient.
5. As a result of said false statements and promises, Defendant-Counterclaimant Douglas signed an Admission Agreement on behalf of Idella Wright.
6. The false promises and statements by the plaintiff constitutes fraud.
7. The plaintiff's fraud has caused Defendant-Counterclaimant Douglas damages.

WHEREFORE, Counterclaimant Charles Douglas demands judgment on this count for compensatory and punitive damages, together with interest, legal fees and costs of suit.

### **Third Count – Consumer Fraud**

1. Defendant-Counterclaimant Douglas repeats and reiterates each allegation of the First and Second Counts of the Counterclaim as if same were set forth at length herein.
2. The false promises as noted aforesaid were material misrepresentations and therefore actionable under the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 et seq.
3. The plaintiff's Consumer Fraud conduct has caused Defendant-Counterclaimant Douglas damages.

WHEREFORE, Counterclaimant Charles Douglas demands judgment on this count for compensatory and treble damages, together with interest, legal fees and costs of suit.

DATED: October 14, 2016

J.H. BARR & ASSOCIATES, L.L.C.

By: 

Jon-Henry Barr, Esq.

**CERTIFICATION PURSUANT TO RULE 4:5-1**

Pursuant to R.4:5-1, I hereby certify that to the best of my knowledge, information, and belief, the within matter is not the subject of any other action pending in any court or the subject of a pending arbitration proceeding. I further certify that no other action or arbitration is contemplated, nor do we know of any other party who should be joined in the counterclaim.

DATED: October 14, 2016

J.H. BARR & ASSOCIATES, L.L.C.

By: 

Jon-Henry Barr, Esq.

**CERTIFICATION PURSUANT TO RULE 1:38-7**

(1) Pursuant to R.1:38-7, I hereby 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.

DATED: October 14, 2016

J.H. BARR & ASSOCIATES, L.L.C.

By: 

Jon-Henry Barr, Esq.

**DESIGNATION OF TRIAL COUNSEL**

Pursuant to Rule 4:25-4, Jon-Henry Barr, Esq. is hereby designated as trial counsel for defendant/counterclaimant Charles Douglas in this matter.

DATED: October 14, 2016

J.H. BARR & ASSOCIATES, L.L.C.

By: Jon-Henry Barr

Jon-Henry Barr, Esq.

**JURY DEMAND**

Defendant/counterclaimant Charles Douglas hereby demands a trial by jury as to all counts in this matter.



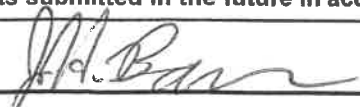
DATED: October 14, 2016

J.H. BARR & ASSOCIATES, L.L.C.

By: Jon-Henry Barr

Jon-Henry Barr, Esq.

**Appendix XII-B1**

	<p><b>CIVIL CASE INFORMATION STATEMENT (CIS)</b></p> <p>Use for initial Law Division Civil Part pleadings (not motions) under <i>Rule 4:5-1</i> <b>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</b></p>		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 Jon-Henry Barr, Esq.		TELEPHONE NUMBER (732) 340-0600	COUNTY OF VENUE Ocean <input type="checkbox"/>
FIRM NAME (if applicable) J.H. Barr & Associates, L.L.C.		DOCKET NUMBER (when available) L-2335-16	
OFFICE ADDRESS 21 Brant Avenue Clark, New Jersey 07066		DOCUMENT TYPE Answer and Counterclaim	
		JURY DEMAND <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
NAME OF PARTY (e.g., John Doe, Plaintiff) Charles Douglas, Defendant/Counterclaimant		CAPTION Hampton Ridge Healthcare & Rehabilitation Center vs. Idella Wright and Charles Douglas	
CASE TYPE NUMBER (See reverse side for listing) 599	HURRICANE SANDY RELATED? <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 N.J.S.A. 2A:53 A-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 type="checkbox"/> Yes <input checked="" 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 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			
<input checked="" type="checkbox"/>  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: 			





# 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                  | 292 PELVIC MESH/BARD                                      |
| 274 RISPERDAL/SEROQUEL/ZYPREXA             | 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                               |
| 289 REGLAN                                 | 601 ASBESTOS  |
| 290 POMPTON LAKES ENVIRONMENTAL LITIGATION | 623 PROPECIA  |
| 291 PELVIC MESH/GYNECARE                   |   |

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