

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

MINNWEST CAPITAL CORPOR-	:	
ATION	:	
Plaintiff,	:	
	:	
vs.	:	Docket No. 2:10-CV-02546 WHW-CCC
	:	Civil Action
ALLIED HEALTH CARE	:	
SERVICES, INC. and CHARLES	:	
K. SCHWARTZ	:	
Defendants.	:	ANSWER

Defendants, ALLIED HEALATH CARE SERVICES, INC., and CHARLES K.

SCHWARTZ, by way of Answer to plaintiff's Complaint says:

PARTIES, JURISDICTION & VENUE

1. Defendants lack knowledge or information sufficient to form a belief about the truth of the allegations of paragraphs 1, 7, 8, 9, 11, 13
2. Defendants admit the allegations of paragraphs 2, 3, 4, 5,
3. Defendants deny the allegations of paragraphs 10,12, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 26, 27, 28, 29, 30, 31, 32, 34, 35, 36, 37

WHEREFORE, Defendants Allied Health Care Services, Inc. and Charles K. Schwartz demand dismissal of the within suit, and judgment against the plaintiff for the defense of a frivolous law suit, for court costs and for such other and further relief as the Court may deem just and equitable.

FIRST AFFIRMATIVE DEFENSE

Plaintiff fails to state a cause of action upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

Failure to name parties necessary for just adjudication.

THIRD AFFIRMATIVE DEFENSE

Failure to file financing statements.

FOURTH AFFIRMATIVE DEFENSE

Any assignment made to the plaintiff was in violation of the Agreement without notice to the defendants.

FIFTH AFFIRMATIVE DEFENSE

Any assignment of financing statements under Uniform Commercial Code was without notice to defendants and others having an interest in goods which are the subject of this Agreement.

SIXTH AFFIRMATIVE DEFENSE

The Agreement and financing statements, if any, violated HIPAA (Health Insurance Portability & Accountability Act).

SEVENTH AFFIRMATIVE DEFENSE

Plaintiff fail to comply with conditions precedent to suit.

EIGHTH AFFIRMATIVE DEFENSE

Plaintiff engaged in conduct giving rise to the defense of estoppel and equitable estoppel.

NINTH AFFIRMATIVE DEFENSE

Failure of consideration.

TENTH AFFIRMATIVE DEFENSE

The lease set forth constitutes an unconscionable contract.

ELEVENTH AFFIRMATIVE DEFENSE

Plaintiff failed to provide proper notice and to make appropriate necessary demands.

TWELFTH AFFIRMATIVE DEFENSE

Any damages suffered by plaintiff are not proximately related to any condition of defendants.

THIRTEENTH AFFIRMATIVE DEFENSE

Plaintiff violated their duty of good faith and fair dealing.

FOURTEENTH AFFIRMATIVE DEFENSE


Plaintiff is not licensed to do business in the State of New Jersey.

FIFTEENTH AFFIRMATIVE DEFENSE

The contract as alleged violated public policy.

McConnell, Lenard & Campbell

By: _____


DENNIS R. MCCONNELL
Attorneys for defendants

DATED:

DESIGNATION OF TRIAL COUNSEL

Dennis J. Lenard is hereby designated trial counsel for the defendants ALLIED HEALTH CARE SERVICES, INC. and CHARLES K. SCHWARTZ.

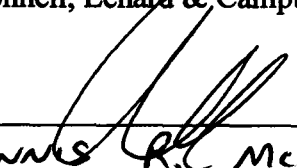
CERTIFICATION

The undersigned certifies that to the best of his knowledge, the within matter in controversy is not the subject matter of other actions pending in any Court, or of a pending arbitration proceeding.

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

McConnell, Lenard & Campbell

By: _____


DENNIS R. MCCONNELL
Attorneys for defendants
4 Waterloo Road, P.O. Box 111
Stanhope, NJ 07874
973-347-2222

DATED: