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Kevin Wine, Pro Se
345 Lancaster Court
Piscataway, NJ 08854
201-401-6129
kwine@optonline.net
Plaintiff

Vincent Marchitto, Pro Se
477 Harwick Court
Piscataway, NJ 08854
908-420-1905
troutman15@optimum.net
Plaintiff

KEVIN WINE and VINCENT
MARCHITTO, individually and on behalf
of all others similarly situated,

Plaintiffs,

vs.

SOCIETY HILL AT PISCATAWAY
CONDOMINIUM ASSOCIATION, INC.,
BOARD OF TRUSTEES OF SOCIETY
HILL AT PISCATAWAY
CONDOMINIUM ASSOCIATION, INC.,
MATTHEW PHILLIPS, MOHIUDDIN
SYED, MARK KELSEY, YUQING WAN,
JOHN DOES 1-10, and ABC CORPS. 1-10,

Defendants.

SUPERIOR COURT OF NEW
JERSEY CHANCERY DIVISION,
GENERAL EQUITY PART,
MIDDLESEX COUNTY

Civil Action:

DOCKET NO. MID-C-50-26

**CERTIFICATION IN
OPPOSITION TO MOTION**

We, Kevin Wine and Vincent Marchitto, are the Plaintiffs in the above-captioned matter. We hereby enter our objection to the Cross-Motion seeking to dismiss our complaint.

**STATEMENT OF UNDISPUTED MATERIAL FACTS – SONIA
DANQUAH CERTIFICATION**

1. Admit by Plaintiffs.
2. Admit by Plaintiffs.
3. Denied by Plaintiff Marchitto.

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4. Admit in part, denied in part by Plaintiff Marchitto. Admit that Mr. Marchitto entered the management office. Admit that Mr. Marchitto accused the Board and Counsel of legal violations. Admit that Mr. Marchitto was loud. Denied that Mr. Marchitto was intimidating, aggressive, combative, and verbally harassing and abusing Ms. Danquah.
5. Admit in part, denied in part by Plaintiff Marchitto. Admit that Ms. Danquah contacted the Police and filed a report. Mr. Marchitto has no basis to form an opinion on Ms. Danquah's feelings.
6. Admit by Plaintiffs.
7. Admit in part, denied in part by Plaintiff Marchitto. Admit that Mr. Marchitto entered the clubhouse to attend the 2025 Election, in which he was a candidate. Admit that Mr. Marchitto had been served with a letter. Denied that Defendants had the legal authority to ban him from the clubhouse.
8. Admit in part, denied in part by Plaintiff Marchitto. Admit that Mr. Marchitto signed an agreement on December 15, 2025. Denied that the agreement was the "Association's code of conduct", but was instead a separate agreement. Denied that the agreement pertained only to clubhouse access.
9. Admit in part, denied in part by Plaintiff Marchitto. Admit that Mr. Marchitto received a "Notice to Cease". Denied that Mr. Marchitto was "acting inappropriately and disrupting the meeting with his aggressive and hostile behavior."
10. Admit in part, denied in part by Plaintiff Marchitto. Admit that Mr. Marchitto went to the clubhouse on February 26, 2026. Denied that the incident was severe. Denied that Mr. Marchitto "burst into the clubhouse." Denied that Mr. Marchitto went in to

1 the clubhouse "...in an aggressive and angry state." Denied that Mr. Marchitto was
2 "...wagging his finger near my face...", as Mr. Marchitto was 15 feet away from Ms.
3 Danquah. Denied that Mr. Marchitto was accusing Mr. Danquah of "...intentionally
4 blocking his computer access."

5 11. Plaintiff Marchitto has no basis to form an opinion on Ms. Danquah's state of fear.

6 12. Admit in part, denied in part by Plaintiff Marchitto. Admit that Mr. Marchitto
7 slammed the clubhouse door. Denied that he "continued to yell threats."

8 13. Denied by Plaintiffs. Nothing in the police reports attached as Def.'s Danquah Cert.
9 Exhibit F reflect that "Mr. Marchitto's behavior made me feel threatened and afraid
10 for my safety."

11 14. Admit in part, denied in part by Plaintiff Marchitto. Denied that the Agreement was
12 unilateral, as both parties agreed "...they will not initiate any direct or indirect contact
13 with each other." Admit remaining characterization of the Agreement.

14 15. Admit in part, denied in part Plaintiffs. Admit that the Association changed its
15 clubhouse access policy for all homeowners. Denied the necessity of the severity of
16 the response.

17 16. Admit by Plaintiffs.

18 17. Plaintiffs have no basis to form an opinion on Ms. Danquah's feelings.

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20 **STATEMENT OF UNDISPUTED MATERIAL FACTS - ELIZANGENA**
21 **TOME CERTIFICATION**

22 1. Admit by Plaintiffs.

23 2. Admit by Plaintiffs.

- 1 3. Admit in part, denied in part by Plaintiff Marchitto. Admit that Mr. Marchitto went
2 to the clubhouse on February 26, 2026. Denied that Mr. Marchitto “entered the
3 clubhouse in an explosive state.” Denied that Mr. Marchitto’s finger was “physically
4 menacing”. Denied that Mr. Marchitto was “pointing his fingers in our faces”, as Mr.
5 Marchitto was several feet away from Ms. Tome at that time.
- 6 4. Admit in part, denied in part by Plaintiff Marchitto. Admit that Ms. Tome and Ms.
7 Danquah closed themselves inside the office. Denied that Plaintiff Marchitto
8 displayed any aggressive behavior outside the door.
- 9 5. Admit by Plaintiff Marchitto that he forcefully closed the clubhouse front door.
10 Plaintiff Marchitto has no basis to form an opinion on Ms. Tome’s or Ms. Danquah’s
11 state of shock and fear.
- 12 6. Admit in part, denied in part by Plaintiff Marchitto. Admit that Mr. Marchitto
13 returned to the clubhouse. Denied that he “issued threats”.
- 14 7. Denied by Plaintiff Marchitto that he ever “...attempt[ed] to corner us in our office.”
- 15 8. Admit in part, denied in part by Plaintiff Marchitto. Admit that management altered
16 access to the clubhouse. Denied that his behavior was “menacing”.
- 17 9. Admit in part, denied in part by Plaintiff Marchitto. Admit that an access-controlled
18 security door was going to be installed. Denied that his behavior was “hostile and
19 aggressive”.

20 **COUNTER STATEMENT OF FACTS IN OPPOSITION TO THE**
21 **ASSOCIATION’S STATEMENT OF FACTS**

- 22 1. Plaintiffs repeat the responses and factual allegations of their Verified Complaint
23 (“Pl.’s Comp.”) as if set forth more fully herein.

- 1 2. On or about March 10, 2026, Ms. Sonia Danquah and Ms. Elizangena Tome (the
2 “Management”) filed a Certification in Support of Probable Cause (the “Danquah
3 PC”) with the Piscataway Township police department.
- 4 3. A true copy of the Cert. of PC, as obtained from the Piscataway Township Municipal
5 Court is attached hereto as **EXHIBIT A**.
- 6 4. The Danquah PC was unsigned and undated.
- 7 5. The Danquah PC alleged violation of N.J.S.A. 2C:33-4, the criminal offense of
8 Harassment.
- 9 6. The Danquah PC included copies of emails between Board President Matthew
10 Phillips, Association Counsel Ms. Bucca, Association Counsel Ms. Dairman, Vice
11 President Mohiuddin Syed, Treasurer Mark Kelsey, and Secretary Yuqing Wan.
- 12 7. Plaintiff Wine and Anthony Blanco were excluded from the email discussions, in
13 spite of being Board members themselves.
- 14 8. In the emails, the parties conspired to charge Plaintiff Marchitto with N.J.S.A. 2C:12-
15 1a(1) (Simple Assault), N.J.S.A. 2C:12-1a(3) (Simple Assault), N.J.S.A. 2C:33-4a
16 (Harassment), N.J.S.A. 2C:33-4b (Harassment), N.J.S.A. 2C:33-4c (Harassment).
- 17 9. The April 7, 2026 Municipal Mediation Agreement (the “Mediation”) (Def.’s Cert. of
18 Sonia Danquah, EXHIBIT G) resolved the entirety of the conflict between Plaintiff
19 Marchitto and Ms. Danquah with no criminal charges against Plaintiff Marchitto.
- 20 10. In spite of all the other accusations, warnings, demands, and police reports received
21 by Plaintiff Marchitto since December 2022, no criminal charges resulted from any of
22 the prior incidents between Plaintiff Marchitto and other Board of Trustees members
23 or management staff, as the record did not support such claims.
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11. On April 17, 2026, Plaintiff Wine and Plaintiff Marchitto received a Notice of Scheduled Virtual Mediation, with another Certification in Support of Probable Cause (the "Syed PC"), signed by Mohiuddin Syed (Board Vice President) dated March 27, 2026.

12. The Syed PC charged Plaintiffs Wine and Marchitto with N.J.S.A. 2C:33-4 (Harassment) and N.J.S.A. 2C:12-1a (Simple Assault).

13. Def.'s Cert. of Mohiuddin Syed EXHIBIT 1, which is a nine page Certification in Support of Probable Cause with the 23 supporting documents, was apparently filed with the Piscataway Township Police Department on April 7, 2026, as a supplement to the Syed PC, additionally charging Plaintiff Wine with N.J.S.A. 2C:33-4.1 (Cyber-Harassment) and requesting a bias investigation under N.J.S.A. 2C:16-1.

14. As with the Danquah PC, the Syed PC was not sufficient to result in any criminal charges against either Plaintiff Wine or Plaintiff Marchitto, as only a mediation is scheduled for May 8, 2026.

15. The allegations of criminal acts against Plaintiff Wine date back to August 27, 2025, and August 28, 2025, a full 8 months ago, but coincidentally are only being filed now, a week before the Annual Elections are scheduled to begin, in which Plaintiff Wine is likely to be a candidate.

16. The allegations of criminal acts against Plaintiff Marchitto date back to September 17, 2024, a full 20 months ago, but coincidentally are only being filed now, a week before the Annual Elections are scheduled to begin, in which Plaintiff Marchitto is likely to be a candidate.

- 1 17. The exaggerated allegations of aggressive behavior, assault, and harassment
2 committed by Plaintiff Marchitto, the allegations of harassment committed by
3 Plaintiff Wine, the email exchange between Defendants, Defendants' Counsel, and
4 Management in the Danquah PC (Exhibit A), the March 4th removal of Plaintiff
5 Marchitto at a public meeting in violation of the Defendants' own confidentially
6 policy, and the recent Syed PC on allegations dating back several months to years,
7 evidences a conspiracy to assassinate the characters of Plaintiffs Wine and Marchitto
8 right before an election is about to begin in which they are likely to be candidates.
- 9 18. On March 30, 2026, Plaintiffs emailed Defendants' counsel Mr. Prisco a letter asking,
10 among other things, for clarification regarding the ADR the Defendants were offering
11 to Plaintiff Marchitto in relation to his removal from the Board. **(EXHIBIT C at 4)**
- 12 19. The letter included a copy of the email chain between Plaintiff Marchitto's former
13 counsel, Mr. Vyzas; Ms. Bucca, Ms. Dairman and Ms. Mitchell of Defendants'
14 counsel; and the Hon. Richard Camp (Ret.), the arbitrator unilaterally chosen by
15 Defendants. (EXHIBIT C at 6-13)
- 16 20. Although initially receptive to ADR, Plaintiff Marchitto eventually declined to
17 participate in the ADR offered by Defendants.
- 18 21. Defendants were advised of Plaintiff Marchitto's decision via email from Mr. Vyzas
19 on Monday, March 16, 2026, to Ms. Mitchell, Ms. Bucca, and Ms. Dairman
20 (Defendants' counsel), and Judge Camp and Mr. Sandars (arbitrators). (EXHIBIT C
21 at 8, bottom of page)
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22. In spite of the email from Mr. Vyzas, and in spite of this complaint filed three days later on March 19, 2026, Defendants pressed forward with their plan to schedule arbitration with Plaintiff Marchitto, set for Monday April 20, 2026 with Judge Camp.

23. After Plaintiff Marchitto declined ADR, it was up to the Defendants to request ADR from Plaintiffs, as was explained in the March 30, 2026 letter to Mr. Prisco.

(EXHIBIT C at 4)

24. Mr. Prisco responded via email on April 3, 2026, indicating that the ADR scheduled on April 20th was "...only in connection with the removal proceedings of Mr. Marchitto" and did not involve Plaintiff Wine, and that Plaintiff Wine is "...not permitted to attend or be present." (EXHIBIT D at 10)

25. Mr. Prisco offered to consolidate the issues before Judge Camp, on the condition that Plaintiffs dismiss their complaint, at which point Plaintiffs sought clarification on whether the ADR with Plaintiff Marchitto was intended to be binding or non-binding.

(EXHIBIT D at 9)

26. Mr. Prisco responded, indicating that ADR was non-binding and that consolidation of issues would require Plaintiffs to dismiss their claim (EXHIBIT D at 7), to which Plaintiffs responded with their concern over the potential delays caused by getting the matter back in front of the court if the ADR was unsuccessful. (EXHIBIT D at 6)

27. Mr. Prisco advised on April 9, 2026, that he was willing to adjourn the OTSC to May 14, 2026, to allow more time to schedule a consolidated ADR with both Plaintiffs (EXHIBIT D at 2-3), to which Plaintiff Marchitto responded that he was not willing to postpone the April 23, 2026 OTSC hearing. (EXHIBIT E)

- 1 28. Plaintiffs made multiple attempts to consolidate the Plaintiff Marchitto ADR with the
2 MID-C-50-26 ADR on the already scheduled April 20, 2026 ADR date which did not
3 conflict with the OTSC hearing scheduled for three days later on April 23.
- 4 29. The effort concluded with Plaintiff Wine concurring with Plaintiff Marchitto in not
5 agreeing to any adjournments of the April 23, 2026 OTSC hearing. **(EXHIBIT F)**
- 6 30. With the election about to begin, any delay in getting Plaintiff Marchitto re-instated to
7 the Board will undermine his candidacy.
- 8 31. On April 10, 2026, Plaintiff Wine discovered, entirely by accident, that the Board is
9 being sued by a contractor, docket BUR-L-665-26, filed March 24, 2026.
- 10 32. Plaintiff Wine and Trustee Blanco had not received any notice from the Board or the
11 Management about this litigation.
- 12 33. Plaintiff Wine was advised in an email from Board President Phillips on April 10,
13 2026, that the same litigation control committee appointed for MID-C-204-25 is still
14 standing, and asked for Trustee availability for a Monday April 13, 2026 executive
15 session meeting on the matter.
- 16 34. Plaintiff Wine and Trustee Blanco are not in any way a party to the BUR-L-665-26
17 complaint aside from their Board position, yet neither have received an invitation to
18 any executive session meeting and there was no further email correspondence on the
19 matter since April 10th.

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21 **LEGAL ARGUMENT**

22 Defendants claim the following:

- 23 a. Plaintiff is not entitled to a mandatory injunction; and
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- 1 b. Plaintiffs fail to meet the required Crowe factors for injunctive relief to reinstate Mr.
2 Marchitto; and
3 c. Plaintiffs fail to meet the required Crowe factors for injunctive relief regarding
4 special meeting agenda items, document requests, and indemnification of Defendant
5 Board members; and
6 d. Plaintiffs' verified complaint should be dismissed in favor of alternative dispute
7 resolution.

8 **I. PLAINTIFFS ARE ENTITLED TO A MANDATORY INJUNCTION**

9 Plaintiffs have presented competent evidence demonstrating their right to the requested
10 relief. Plaintiffs' right to the requested relief is indisputably clear. Defendants failed to
11 comply with the meeting notice provisions of N.J.A.C. § 5:26-8.12(b)(3) and N.J.A.C. §
12 5:26-8.12(c) for notice to the membership of the Association for the March 4, 2026 Special
13 Meeting of the Board at which Plaintiff Marchitto was illegally removed from the Board.
14 Defendants failed to comply with the Association's Bylaws § 5.05 for removal of Trustees,
15 clearly requiring a two-thirds approval vote of the entire membership of the Association for
16 removal. Defendants violated paragraph 1 of the February 5, 2026 Consent Order from
17 MID-C-204-25, (Pl.'s Cert. in Support of OTSC, Exhibit E) which stated "...Vincent
18 Marchitto shall ... be deemed to have been elected to a one (1) year term."

19 No where in the Association Bylaws, N.J.S.A. § 15A et seq., N.J.S.A. § 46:8B et seq.,
20 N.J.A.C. § 5:26 et seq., or the Association's Rules and Regulations at the time of this
21 controversy, is there any applicable authority granting Defendant Board the right to
22 unilaterally remove a Trustee from the Board. To the extent that it is even relevant to the
23 matter in front of the Court, the relentless stream of exaggerated and highly embellished
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1 incident reports, civil certifications, police reports, probable cause certifications, and claims
2 of criminal assault and harassment have all ended with zero charges being filed against either
3 Plaintiff. In all but one of the police interactions, Plaintiff Marchitto had already left, with
4 the one exception being the 2025 Annual Meeting, where he was sitting quietly in a chair
5 when the officers arrived. The numerous police reports do not mirror the extent of what was
6 reported in the various certifications and attorney letters to Plaintiff Marchitto.

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8 **II. PLAINTIFFS HAVE SATISFIED ALL THE REQUIRED CROWE**
9 **FACTORS FOR INJUNCTIVE RELIEF TO REINSTATE**
10 **PLAINTIFF MARCHITTO**

11 While Plaintiffs did not meet the threshold for temporary restraints, Plaintiffs have
12 already satisfied the Crowe factors for preliminary injunctive relief, otherwise the Order to
13 Show Cause would not have been granted. The claims of threats to safety are highly
14 exaggerated, for which no criminal charges have resulted.

15 Defendants are misinterpreting the language of N.J.A.C. 5:26-8.11(b), which states that a
16 member may be removed "...in accordance with the bylaws or by the board for good cause
17 **directly impacting the member's ability to serve.**" (emphasis added) The phrase "good
18 cause" cannot be read in isolation, without the immediately following qualification "directly
19 impacting the member's ability to serve." There is no comma after "good cause", or "or"
20 after "good cause". The two must be read as the single sentence that they are. Plaintiff
21 Marchitto remains fully ready and able to serve.

22 Defendants cite Boyle v. Huff, 257 N.J. 468 (2024), claiming that N.J.A.C. 5:26-8.11(b)
23 was tested. To the contrary, the New Jersey Supreme Court analyzed the indemnification
24 clause of plaintiff's bylaws when he filed for legal fees reimbursement for his first-party

1 claim against his association. The Court did not analyze N.J.A.C. 5:26-8.11(b). Interestingly,
2 plaintiff Boyle was also being accused of “assault, harassment, intimidation, and bullying of
3 other board members”, and the trial court still reinstated him to his board seat, a ruling that
4 was not overturned. However, he was defeated in the next election, likely as a result of the
5 reputation damage inflicted on him by the other board members.

6 Defendants next rely on § 4.12 of the Association’s Bylaws, which they claim grants the
7 Board power to not only suspend the rights of members of the Association, but also to
8 literally suspend Trustees from the Board:

9 4.12 Suspension of Rights. The membership and voting rights of any
10 Member and/or tenant may be suspended by the Board for any period
11 during which any assessment against the Unit to which his membership is
12 appurtenant remains unpaid; but upon payment of such assessments, and
13 any interest accrued thereon, whether by check or cash, his rights and
14 privileges shall be immediately and automatically restored. Further, if
15 Rules and Regulations governing the use of the Common Elements and
16 the conduct of persons thereon have been adopted and published, and
17 authorized in the By Laws, the rights and privileges of any person in
18 violation thereof may be suspended at the discretion of the Board for a
19 period not to exceed thirty (30) days for any single non-continuous
20 violation. If the violation is of a continuing nature, such rights and
21 privileges may be suspended indefinitely until such time as the violation is
22 abated. No such action shall be taken by the Board until the Unit Owner
23 and/or tenant is afforded an opportunity for a hearing which is consistent
24 with the principles of due process of law.

18 When § 4.12 is read in its full context, it clearly does not apply to the suspension of
19 Board members who are current in their assessments. While it does permit suspension for
20 violations of the Rules and Regulations, there were no Rules and Regulations in place at the
21 time of the controversies pertaining to Board member interaction with management staff,
22 outside of a meeting. Regardless, the phrase in § 4.12 “...and authorized in the By Laws”
23 (middle of 4.12) is significant, as it would preclude any Rule or Regulation that conflicted
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1 with the Bylaws. Even if there was a Rule or Regulation calling for the removal of a Board
2 member, it would contradict § 5.05 of the Bylaws and thus not be permitted.

3 Defendants claim their actions are shielded by the Business Judgment Rule, claiming
4 they acted under the authority of the Bylaws, and their actions were not fraudulent, self-
5 dealing or unconscionable. This argument collapses immediately as Defendants operated
6 well beyond the authority of the governing documents as previously outlined in section I
7 above, including a blatant violation of the MID-C-204-25 Consent Order. Furthermore, it is
8 abundantly clear to both Plaintiffs, that Defendants are engaging in a conspiracy with
9 management and Association Counsel to file false criminal charges against Plaintiffs for the
10 purpose of damaging their reputations and decrease their chances of winning in an election.
11 This would constitute self-dealing, which defeats the second prong of the BJR protection.

12 On the irreparable harm, Plaintiffs' harms are not just the loss of a "voluntary
13 uncompensated board position". A duly elected and seated Board member has been illegally
14 removed from the Board, preventing Plaintiff Marchitto from participating in the Board
15 decision making process, and disenfranchising all the Association members who voted for
16 him and elected him to represent their interests on the Board. At the recent February 8, 2026
17 Special Meeting of the Board, only 5 members were present. Most or all of the motions
18 passed 3-2, as Plaintiff Marchitto was not allowed to participate or vote, and his vote would
19 have entirely changed the outcome of that meeting with the votes being 3-3 instead. New
20 projects have been started and new agreements signed, which cannot be reversed.

21 The NJLAD prohibits harassment and bullying based on protected characteristics. None
22 of Plaintiffs' alleged actions have been directed towards anyone on the basis of their race,
23 gender, religion, sexual orientation, or disability. All of the comments have been based on
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1 Defendants' actions in their capacities as Board members or management staff. Criticizing
2 someone for their actions as a Trustee or a manager is not protected by the NJLAD.

3 On the balance of hardships, again Defendants' relentless persecution of Plaintiffs has not
4 resulted in any charges against either Plaintiff. The numerous safety concerns are
5 exaggerated and the Association's business operations have continued. The harm to
6 Plaintiffs is far greater, as a duly elected and seated Trustee has been ejected from his seat.

7 **III. DEFENDANTS DELCINED TO PARTICIPATE IN ADR**
8 **INVOLVING BOTH PLAINTFF MARCHITTO'S REMOVAL AND**
9 **THIS COMPLAINT**

10 Plaintiffs are under no obligation to request ADR prior to litigation, and may choose
11 either approach in resolving a dispute. While Plaintiff Marchitto initially agreed to ADR on
12 the matter of his removal, he subsequently changed his mind in light of the rapidly
13 approaching election, the urgency to clear his name and be reinstated before the election
14 started, and a past experience with ADR and these Defendants in which it took 14 weeks to
15 get an ADR hearing. Defendants were notified of Plaintiff Marchitto's decision, however
16 proceeded forward with their original ADR plan. Following the filing of this complaint on
17 March 19, 2026, Plaintiffs concede that Defendants had the right under N.J.S.A. 46:8B-14(k)
18 to request ADR from Plaintiffs. However, Defendants did not make any such request, and
19 instead chose again to continue forward with their original ADR plan, with or without the
20 participation of Plaintiff Marchitto. (Exhibit C at 7) Over the next couple of weeks, Plaintiffs
21 made multiple attempts to expand the already scheduled April 20th ADR to include all their
22 additional claims, but Defendants wanted to place various conditions on the plan which
23 Plaintiffs found to be unfavorable. As a result, the April 20th ADR on only the matter of
24 Plaintiff Marchitto's removal from the Board is still scheduled to occur, coincidentally on the

1 same day as this filing deadline. Since Defendants never requested ADR from Plaintiffs after
2 suit was filed, and placed unfavorable restrictions on Plaintiffs' attempts to expand the
3 already scheduled ADR to include all the claims in this complaint, Defendants have currently
4 waived their opportunity to ADR from Plaintiffs. The April 20th ADR hearing would not
5 have disrupted the OTSC hearing scheduled three days later for April 23rd.

6 If the Court felt that all of Plaintiff's matters should be referred to ADR, the OTSC would
7 not have been granted, the complaint would have been dismissed, and the matter referred
8 immediately to ADR. With the 2026 Election due to begin within a week, time is of the
9 essence and any delay in obtaining relief for the illegal actions of the Defendants could
10 seriously undermine the candidacy of Plaintiff Marchitto if he is not fully reinstated prior to
11 the official start of the election. Plaintiffs were not comfortable with "losing their place in
12 line" by agreeing to dismiss or adjourn the OTSC hearing, either of which could have added
13 an appreciable delay in getting the matter back in front of the Court.

14 **IV. PLAINTIFFS HAVE MET THE REQUIRED CROWE FACTORS**
15 **FOR INJUNCTIVE RELIEF REGARDING ACCESS TO**
16 **ASSOCIATION RECORDS AND SPECIAL MEETING REQUESTS**
AND AGENDA ITEMS

17 Defendants claim that Plaintiffs failed to meet the required Crowe factors for injunctive
18 relief on being denied access to Association records and systems, on being denied their right
19 to request special meetings of the Board, and on being denied access to meeting agendas.

20 Preventing a Trustee from executing their responsibilities as a fiduciary of the
21 Association is no different than removing that Trustee from the Board. While the Trustee
22 may remain physically seated on the Board, a Trustee who is not provided with the same
23 information as other Trustees, is not provided the information he requests, is not invited to all
24 the Board discussion on Association matters, is excluded from emails distributions, who is

1 fenced off a litigation control committee for no reason, who is blocked from advancing
2 meeting agenda items, and who is otherwise “frozen off” the Board, is in effect removed
3 from the Board. As such, all of Plaintiffs’ prior arguments that support injunctive relief for
4 the illegal removal of Plaintiff Marchitto from the Board, would equally apply to any actions
5 taken by Defendants to incapacitate a seated Trustee or Trustees.

6 Defendants claim that Plaintiffs failed to present factual support for the claim that they
7 have been denied access to Association records. To date, Plaintiffs still have not been
8 provided with any of the documents requested in Plaintiff Wine’s email to manager Danquah
9 on February 7, 2026, including the list of units that voted electronically last year in the
10 annual election, legal correspondence, insurance loss runs, snow logs, and details on an
11 injured employee. (Pl.’s Cert. in Support of OTSC, Exhibit AA and AB) Furthermore,
12 Plaintiff Wine and Trustee Blanco were kept entirely in the dark on a lawsuit filed against the
13 Board on March 24, 2026, BUR-L-665-26, finding out about it only by chance 17 days later,
14 further evidencing how the Defendant Board withholds access to Association records. (Pl.’s
15 Counter Statement ¶¶31-34) Plaintiff Wine and Trustee Blanco were excluded from the email
16 discussion amongst 4 other Trustees regarding the false criminal charges the 4 other Trustees
17 were conspiring to charge against Plaintiff Marchitto. (Exhibit A) Plaintiffs still have
18 special Board meeting agenda items from December 2025 that have not been put in front of
19 the Board. (Pl.’s Cert. in Support of OTSC, Exhibit Z) Plaintiff Marchitto was elected to the
20 Board on November 5, 2025 but was unable to gain “board view” access to the Managements
21 website for nearly 4 months, which is what led to the February 26, 2026 clubhouse office
22 incident. Finally, property manager Danquah stated in the Piscataway Police incident report
23 #26004680 on February 26, 2026 that “certain board member can only access certain
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1 information and only the board president can access all the information”. (Pl.’s Cert. in
2 Support of OTSC, Exhibit O at 3) As previously briefed, all Trustees are equal and should
3 all have access to the same information.

4 If Plaintiffs have indeed not met the Crowe factors for injunctive relief on these claims,
5 then we can proceed to trial on these claims, along with the loss of indemnification claim for
6 the willful misconduct of Defendant Board members in the removal of Plaintiff Marchitto
7 from the Board and the denial of Trustee rights.

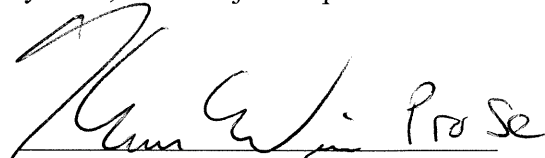
8 CONCLUSION

9 Defendants illegally removed Plaintiff Marchitto, a duly elected and seated Trustee, from
10 the Board of Trustees, at an improperly noticed public meeting, against an internal Board policy
11 to handle such matters in executive session, in violation of § 5.05 of the Bylaw, and in violation
12 of the February 5, 2026 Consent Order in MID-C-204-25. Plaintiff Marchitto was involved in
13 various verbal altercations with other Trustees and management over the years, but they were
14 just that – verbal altercations. In spite of multiple attempts to file criminal charges against both
15 Plaintiffs, nothing has stuck as the record did not support such claims. Thus, Defendants have no
16 possible justification to unilaterally remove Plaintiff Marchitto from the Board, or impede
17 Plaintiffs’ function as Trustees of the Association.

18 VERIFICATION OF KEVIN WINE

19 I certify that the foregoing statements made by me are true. I am aware that if any of the
20 foregoing statements made by me are willfully false, I am subject to punishment.
21

22 Dated: April 20, 2026

23 
24 Kevin Wine, *Pro Se*

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VERIFICATION OF VINCENT MARCHITTO

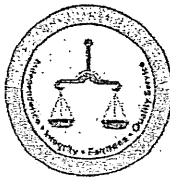
I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: April 20, 2026


Vincent Marchitto Pro se
Vincent Marchitto, Pro Se

EXHIBIT

A



CERTIFICATION IN SUPPORT OF PROBABLE CAUSE

State of New Jersey

Court Name PISCATAWAY

County of: MIDDLESEX

Court Address 555 SIDNEY RD.

Date of Incident: 2/26/20

Location of Incident: Clubhouse/IFF712 Municipality: _____

I offer the following facts and information to establish probable cause in this

complaint against Mr. Vincent Marchitto
(Defendant's Name)

whom I would like to charge with 2-C 33-4
(List Statute(s) or Ordinance(s))

How do you know the identity of the person you are charging? yes

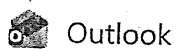
Describe incident in detail:

Please refer to the attachment
for Both Liz and I's Statement

Certification: 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 wilfully false, I am subject to punishment.

Signature of complaining witness

Date



Incident Report – Safety Concerns Regarding Candidate Behavior

From Sonia Danquah <sonia.danquah@fsresidential.com>
 Date Tue 8/26/2025 1:35 PM
 To Board of Trustees <board@societyhillatpiscataway.org>
 Cc Meaghan Cannon <Meaghan.Cannon@fsresidential.com>

Good Afternoon, Board Members,

I am writing to formally report a serious incident that occurred today in the management office. One of the candidates entered the office in a loud, aggressive, and combative manner, accusing me of breaking laws and repeating verbatim portions of Kevin's most recent email correspondence. The individual's behavior quickly escalated to the point of verbal abuse and harassment. Out of concern for my safety, I contacted the police and filed an official complaint.

No staff member should ever be subjected to this type of hostile, confrontational, or abusive behavior, especially in the course of carrying out election-related duties. It has become clear that, due to past issues, certain candidates have formed the false belief that FirstService has a vested interest in the outcome of this election. To be clear, we do not possess prior knowledge of any candidates, nor do we hold any preference regarding who wins. Mistakes can occur, and when they do, they are corrected promptly and transparently.

What is unacceptable is the continued escalation of these issues into personal attacks against management. This type of behavior creates an unsafe and hostile work environment, and I do not feel secure under these circumstances.

I respectfully urge the Board to address this matter immediately and implement measures that will protect staff from future verbal abuse, aggression, and intimidation, while also ensuring that the election process remains fair and professional.

Sincerely,



SONIA N DANQUAH
Community Manager

550 Chesterfield Dr, Piscataway, NJ 08854
Direct (732) 463-3434
Email Sonia.Danquah@fsresidential.com

24/7 Customer Care Center: 800.870.0010
[Website](#) | [Facebook](#) | [LinkedIn](#) | [YouTube](#)

Your conduct at the recent meeting violated these provisions. We understand that this is not the first time that you have violated the Association's Meeting Conduct Policy and otherwise acted inappropriately with respect to Association matters. As you will recall, you signed an agreement to abide by the code of conduct on or around December 15, 2025 in order to be permitted back into the clubhouse. (A copy of that signed agreement is attached). Your recent conduct constitutes a breach of that agreement.

In addition, we refer you to letters sent to you by the Association's prior counsel on December 22, 2022, September 24, 2024, and June 6, 2025, copies of which are enclosed. This is a final warning.

As you are aware, pursuant to the Meeting Conduct Policy:

Failure to comply with this Code of Conduct, use of inappropriate, threatening, abusive language or conduct which disturbs, disrupts or impedes the orderly conduct of meetings *may result in exclusion from the meeting, exclusion from future meetings for a time, removal from service on the board, or any other remedy available at law.* (emphasis added).

Further, it is the duty of the Board President to preside at all meetings of the Members and of the Board of Trustees. This duty includes maintaining order to ensure that the meeting runs smoothly so that Association business may be conducted in an orderly and efficient manner.

Finally, as a reminder, copies of the Society Hill at Piscataway Board Member Confidentiality Agreement and the Board of Trustees Code of Ethics are attached for you to sign and return to Management.

Be guided accordingly.

Very truly yours,



Laura Borth
Senior Attorney

Encls.



Outlook

Fwd: Marchitto guidance

From Matt Phillips <mattphillips215@gmail.com>
Date Mon 3/9/2026 9:53 PM
To Sonia Danquah <Sonia.Danquah@fsresidential.com>
Cc Liz Tome <liz.tome@fsresidential.com>; Meaghan Cannon <Meaghan.Cannon@fsresidential.com>

Sonia,

Please see below from Tana, Please print her email for tomorrow so they can see these statutes from our attorney.

----- Forwarded message -----

From: **Bucca, Tana** <TBucca@beckerlawyers.com>
Date: Mon, Mar 9, 2026 at 9:05 PM
Subject: RE: Marchitto guidance
To: Matt Phillips <mattphillips215@gmail.com>, Dairman, Alexis <ADairman@beckerlawyers.com>
Cc: Mona <mwansh4@gmail.com>, Mark Kelsey <aloyius56@gmail.com>, Syed Mohiuddin <msyed.shp@gmail.com>

Hi Matt:

The general description is "simple assault – threat of SBI [serious bodily injury] by physical menace." The specific charges are below (I included the statutory text for each, too, as emphasized below):

- N.J.S.A. 2C:12-1a(3), as well as 2C:12-1a(1):
 - Assault.

a. Simple assault. A person is guilty of assault if the person:

(1) Attempts to cause or purposely, knowingly or recklessly causes bodily injury to another, or

(2) Negligently causes bodily injury to another with a deadly weapon; or

(3) Attempts by physical menace to put another in fear of imminent serious bodily injury.

Simple assault is a disorderly persons offense unless committed in a fight or scuffle entered into by mutual consent, in which case it is a petty disorderly persons offense.

- N.J.S.A. 2C:33-4a, as well as 2C:33-4b and 4c:
 - Harassment.

Except as provided in subsection e., a person commits a petty disorderly persons offense if, with purpose to harass another, he:

a. Makes, or causes to be made, one or more communications anonymously or at extremely inconvenient hours, or in offensively coarse language, or any other manner likely to cause annoyance or alarm;

b. Subjects another to striking, kicking, shoving, or other offensive touching, or threatens to do so; or

c. Engages in any other course of alarming conduct or of repeatedly committed acts with purpose to alarm or seriously annoy such other person.

A communication under subsection a. may be deemed to have been made either at the place where it originated or at the place where it was received.

d. (Deleted by amendment, P.L.2001, c. 443).

e. A person commits a crime of the fourth degree if, in committing an offense under this section, he was serving a term of imprisonment or was on parole or probation as the result of a conviction of any indictable offense under the laws of this State, any other state or the United States or he knowingly directs such action to a current or former judge that relates to the performance of the judge's public duties.

Tana Bucca

Shareholder

Vice-Chair, New Jersey Community Association Practice Group

Becker

Becker NE P.C.


A professional corporation incorporated in the State of New York

1776 on the Green
67 East Park Place, Suite 800
Morristown, NJ 07960

☎ 973.898.6504

📠 973.898.6506

✉ TBucca@beckerlawyers.com

 www.beckerlawyers.com

Follow Becker on...



CONFIDENTIALITY NOTE: This message, together with any attachments, may contain privileged and confidential information. If the reader of this message is not the intended recipient, you are hereby notified that any examination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us by reply e-mail and permanently delete the original message, along with any attachments. Thank you.

This is a communication from a debt collector, and any information obtained will be used for that purpose.

From: Matt Phillips <mattphillips215@gmail.com>

Sent: Monday, March 9, 2026 8:15 PM

To: Bucca, Tana <TBucca@beckerlawyers.com>; Dairman, Alexis <ADairman@beckerlawyers.com>

Cc: Mona <mwansh4@gmail.com>; Mark Kelsey <aloyius56@gmail.com>; Syed Mohiuddin <msyed.shp@gmail.com>

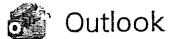
Subject: Marchitto guidance

Good evening Tana, Alexis

Tomorrow evening Sonia and Liz will be going to the municipal court to file for charges.

Would one of you able to list the state statutes that should be referenced and placed on letterhead? I'd like them to go in fully prepared.

MJP



Re: SHP - Incident at the Clubhouse

From Sonia Danquah <sonia.danquah@fsresidential.com>

Date Thu 2/26/2026 12:26 PM

To Matt Phillips <mphillips@societyhillatpiscataway.org>

Cc Liz Tome <liz.tome@fsresidential.com>; Meaghan Cannon <Meaghan.Cannon@fsresidential.com>

Hi Matt,

Vinny came to the clubhouse at approximately 9:10 AM regarding his "Board View" access in Connect. The interaction initially began calm. I explained that the ticket with FSR IT had been opened and subsequently closed, and that IT had confirmed his access was enabled and that he had been notified.

Shortly thereafter, Vinny became visibly agitated and confrontational. He raised his voice, pointed his finger at me, and accused me of intentionally blocking his access. At that point, I asked him why he was yelling and advised that his tone and behavior were inappropriate and unacceptable in the office.

For context, since my arrival last June, there have been multiple interactions with Vinny where he has presented in an irritated and aggressive manner, and this incident was consistent with that pattern.

I again, reiterated that access had been granted and directed him to the upcoming Connect training in case there was a login issue. Vinny continued to escalate, yelling in the office area and refusing to de-escalate when asked.

Due to his continued disruptive behavior, I directed him to leave the clubhouse. We subsequently secured ourselves in the office for safety. Vinny exited while forcefully slamming the front clubhouse door.

He briefly returned and remained agitated. Despite efforts to calm the situation, he continued to assert that we were blocking his access and stated in a raised voice that he would be contacting his attorney and that we would "see him in court."

He then departed and has not returned.

Thank you,






SONIA N DANQUAH
Community Manager

550 Chesterfield Dr, Piscataway, NJ 08854
Direct (732) 463-3434
Email Sonia.Danquah@fsresidential.com

24/7 Customer Care Center: 800.870.0010
[Website](#) / [Facebook](#) / [LinkedIn](#) / [YouTube](#)

 [Book time to meet with me](#)

From: Liz Tome <liz.tome@fsresidential.com>
Sent: Thursday, February 26, 2026 9:30 AM
To: Matt Phillips <mphilips@societyhillatpiscataway.org>
Cc: Sonia Danquah <sonia.danquah@fsresidential.com>
Subject: SHP - Incident at the Clubhouse

Hi Matt,

Vinny came to the clubhouse around 9:10 am very upset that he still has no board member view in Connect. Sonia tried to explain that the ticket with FSR IT was opened / requested to allow access. IT completed and allowed the access. Sonia tried to explain that access was granted. Vinny started to yell at Sonia and Sonia told him he had to leave. We had to lock ourselves in the office. Vinny left, slammed the front clubhouse door, and he then returned. Upon his return, I had to calm him down. Stated to Vinny, I will investigate why he still does not have the requested access and would get back to him. He left and has not returned. He threatened to call legal and stated we are blocking him from having access to the board view in Connect.

Thank you



LIZ TOME
Assistant Portfolio Manager

21 Christopher Way | Eatontown, NJ 08520
Direct 908.781.2333
24/7 Customer Care 800.870.0010



HODA

Residents get instant answers with HODA

POLICY RESOLUTION NO. 1 REGARDING
RULES OF CONDUCT AND CONFIDENTIALITY
FOR ALL ATTENDEES AT MEETINGS

These rules of conduct and confidentiality are intended to promote the conduct of civil and constructive meetings.

- a. All attendees will refrain from behavior which disrupts the order of the meeting. This will include shouting, demonstrations, interruptions, speaking out of turn. In short, engaging in any activity that disturbs, disrupts or impedes the orderly conduct of the meeting.
- b. All attendees will refrain from creating, provoking or participating in any type of disturbance involving unwelcome or threatening physical contact or verbal abuse.
- c. Communication during a meeting must be cordial and respectful and limited in duration so as not to monopolize discussion or overwhelm the orderly progress of the meeting.
- d. The meeting's official record is the approved minutes. No recording will be made or kept.
- e. Each trustee of the Association acknowledges and agrees to keep confidential any and all matters of which he or she becomes aware as a result of the participation or involvement as a trustee of the Association, which pertain to the following:
 1. Any matter, the disclosure of which, would constitute an unwarranted invasion of individual privacy;
 2. Any pending or anticipated litigation or contract negotiations;
 3. Any matters falling within the attorney/client privilege; or
 4. Any matter involving the employment, promotion, discipline or dismissal of a specific officer, contractor or employee of the Association
- f. Each trustee of the Association acknowledges and agrees that participation and attendance at meetings is an important component of service on the board of trustees. The failure of a trustee to participate and attend meetings on a regular basis constitutes a breach that adversely affects the interests of the association's members. As such, missing 2 consecutive meetings or 50% of the meetings within 12 months may be considered good cause for removal. The trustee will be afforded Alternative Dispute Resolution (ADR) if so, requested by the subject trustee pursuant to N.J.A.C. 5:26-8.11(b)(1) in which the ADR provider may conclude that there was a breach that adversely affected the interests of the association members.

- g. In the event that a trustee is not in "good standing" as defined in NJSA 45:22A-23(r), the trustee will be deemed ineligible to participate in board business or meetings or otherwise act in a trustee capacity. For first instance where "good standing" is not maintained, if the trustee's membership is not restored to good standing within 30 days, the trustee's seat shall be considered vacant and subject to replacement pursuant to the bylaws regarding vacancies on the board. Thereafter, if within 12 months, "good standing" is not maintained, in that event, if the trustee's membership is not restored to "good standing" within 15 days, the trustee's seat shall be considered vacant and subject to replacement pursuant to the bylaws regarding vacancies on the board.

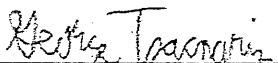
Failure to comply with this Code of Conduct, use of inappropriate, threatening, abusive language or conduct which disturbs, disrupts or impedes the orderly conduct of meetings may result in exclusion from the meeting, exclusion from future meetings for a time, removal from service on the board, or any other remedy available at law.

This resolution was adopted by the Board of Trustees at a duly called open meeting held: July 16th, 2024.

Attest: Society Hill at Piscataway
Condominium Association, Inc.

Mohiuddin Syed
2024.07.26 12:19:32 -04'00'

Mohiuddin Syed, President


George Tsacnaris, Treasurer

EXHIBIT

B



MUNICIPAL COMPLEX • PISCATAWAY, N.J. 08854

TOWNSHIP OF PISCATAWAY

NOTICE OF SCHEDULED VIRTUAL MEDIATION

April 13, 2026

Defendant: Kevin Wine
Complainant: Mohiuddin Syed

Please be advised that the court has referred this case to mediation in an attempt to resolve this dispute.

Your case is scheduled for a **Virtual Mediation**. The virtual session date, time and meeting information is as follows:

Virtual Mediation Date/Time: May 8, 2026 at 11:00 am
Join a Zoom Meeting: www.zoom.us
Zoom Meeting ID: 861 6638 6414
Zoom Passcode: 870726

Mediation Session Guidelines are attached.

Rescheduling or postponements will only be allowed in extraordinary circumstances.

Thank you,
Vanessa Colon, CMCA
Court Administrator

MUNICIPAL COURT

Spero Kalambakas, Presiding Judge
Katty Wong-Taylor, Judge
Vanessa Colon, Court Administrator

Phone: (732) 562-2330
Facsimile: (732) 562-2386

MEDIATION SESSION GUIDELINES

Mediation sessions operate under the following procedural guidelines:

- **Mediation is a confidential process.** The parties and the mediator are bound by the rules of confidentiality (*R. 1:40-4*) and the Supreme Court Standards of Conduct for Mediators in Court-Connected Programs.
- Neither the public nor the press are permitted at any of the sessions. Only those individuals directly related to the case are allowed to be present. In that way the parties have more privacy than if the case was heard in open court.
- You will both be given adequate time to present your comments regarding the disputed issue. Feel free to speak openly. Anything said or any notes taken during the session cannot be used as evidence in court.
- Though not necessary for the proceedings, both parties may use other witnesses in presenting their cases, but the time allowed for each witness will be limited by the mediator. Witnesses usually remain outside the session room.
- You are allowed to bring to the session any pertinent information, such as receipts, estimates, pictures, etc., that may be helpful in resolving the dispute.
- You will each have the opportunity to be heard by the mediator with the other party present. In most cases, the party who brings the complaint will be heard first. The defendant will be heard second. At some point during the session, the mediator may ask to speak with each of you separately.
- If the complaining witness fails to appear for the session, the mediator will recommend that the court dismiss the complaint.
- If the defendant fails to appear for the session, the mediator will send the case back to the court for the judge to decide.
- All parties are expected to listen courteously to each other and refrain from name-calling, profanity or threatening behavior. The mediator has the discretion to limit comment or language that he/she feels is inappropriate, or to end the session.
- After a full discussion of the issues, the mediators will work with you to discover what mutually agreeable solutions might exist. Any agreement reached must be acceptable to both parties. The agreement will become a part of the official court record. It is expected that the parties will follow the terms of the agreement. Both you and the other party will receive a copy of the agreement.
- If no agreement can be reached, the complaint will be returned to the court where you will be bound by the judge's decision.
- A mediator is prohibited from handling a case involving a person who is personally known by the mediator, unless both parties to the complaint agree. If either party objects, another mediator will hear the case.
- Cases involving domestic violence or where a restraining order is in effect cannot be heard by a mediator. If you have any questions about this, contact the municipal court administrator.



COPY

CERTIFICATION IN SUPPORT OF PROBABLE CAUSE

State of New Jersey

Court Name PISCATAWAY

County of: MIDDLESEX

Court Address 555 SIDNEY RD.

Date of Incident: 9/17/2024 & 8/27/2025/8/28/2025

Location of Incident: 550 CHESTERFIELD DR. & EMAILS Municipality: PISCATAWAY

I offer the following facts and information to establish probable cause in this

complaint against VINCENT MARCHITTO & KEVIN WINE
(Defendant's Name)

whom I would like to charge with 2C:33-4 HARRASSMENT / ASSAULT ^{2C:12-1a}
(List Statute(s) or Ordinance(s))

How do you know the identity of the person you are charging? HOA

Describe incident in detail:

MR. Marchitto attended a board meeting while I was conducting Association's meeting on 9/17/2024 when Mr. Marchitto became talkative and was disruptive at the homeowner's meeting though he was not a homeowner but a resident. Due to the decisions & during Q&A he had disagreements or did not like what was explained. After Q&A he said at the meeting inside the clubhouse, threatened me with following words: "To see him outside - man to man."

Certification: 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 wilfully false, I am subject to punishment.

Syed Mohiddin
Signature of complaining witness

3-27-2026
Date

Mr. Marchitto's statement resulted in a legal letter sent to him by Association Council.

8/27/25 & 8/28/25 Incident with Mr. Wine:

On Aug. 26th 2025, Ms. Sonia Daquah (Property Manager) reported an incident related to a homeowner and complained to the board. Due to the incident, and the internal board emails shared with the homeowner, this made me remind everyone about the code of conduct and professional behavior, also I reminded about personal ^{families} safety and Board of Trustees protection and requested at the advice of our council to have an armed guard at all meetings and take legal action against the repeat offenders.

In the same email chain, after my reminder, Mr. Wine stated following: "The fear of personal safety is being exaggerated to make political theater". How about trying not to do things that piss off owners or board members! - That would go a long way to increase personal safety."

I asked clarification on his threats and to recognize seriousness of personal safety; He responded: He will not retract his statement. He added: "Yes - you should be concerned for your safety if you push people too far". It you need to run the association from bunker - ^{something wrong} - now. 6

EXHIBIT

C

March 30, 2026

FROM:

Vincent Marchitto
477 Harwick Ct.
Piscataway, NJ 08854
troutman15@optonline.net

Kevin Wine
345 Lancaster Ct.
Piscataway, NJ 08854
kwine@optonline.net

TO:

John S. Prisco, Esq.
Becker NE P.C.
360 Mount Kemble Ave., Suite 2004
Morristown NJ, 07960
VIA eMail only to *jprisco@beckerlawyers.com*
cc: Tana Bucca, *tbucca@beckerlawyers.com*
cc: Laura Borth, *lborth@beckerlawyers.com*
cc: Alexis Dairman, *adairman@beckerlawyers.com*
cc: Tia Mitchell, *trmitchell@beckerlawyers.com*
cc: Matt Phillips, *mphillips@societyhillatpiscataway.org*

******CEASE AND DESIST NOTICE******

******PRESERVATION OF EVIDENCE******

Dear Mr. Prisco,

This correspondence is in response to your March 26, 2026 email to Plaintiff Wine regarding representation for Defendants Society Hill at Piscataway, in the matter of Wine/Marchitto vs. Society Hill et al., docket MID-C-50-26. Thank you for clarifying Becker's relationship in this matter.

1

Multiple issues exist between the parties, relating to the Board ordered arbitration, the nature of that arbitration, your client's ongoing false charges and defamatory attacks on Plaintiff Marchitto, and you and your firm's cooperation in those attacks. Additionally, at the March 23, 2026 preliminary hearing on MID-C-50-26, you made multiple un-informed and false statements. On Friday March 20, 2026 at 3:08 PM, at the direction of the Court, Ms. Bucca, Ms. Borth, Ms. Dairman, and Ms. Mitchell were all copied on the email advising Defendants of the March 23, 2026 preliminary hearing, which should have provided you with time to read the complaint, albeit it short.

Plaintiff Wine has standing in the matter as he has claims common to Plaintiff Marchitto relating to the defendants' restrictions on Plaintiffs' ability to fulfill their fiduciary obligations towards the Association. Plaintiff Wine also has derivative claims against Defendants due to the disenfranchisement of him and all the other Association members that supported, voted for, and elected Plaintiff Marchitto to represent their interest on the Board. Plaintiff Wine is not a third-party with no claims, and the allegation that he is representing another without a license to practice law is unfounded.

None of Plaintiff Wine's past complaints or the current complaint are "frivolous", as you allege. All of the litigated issues stem from actual violations of law committed by the Board, and to suggest otherwise is elitist and dismissive of Plaintiffs' rights. You are well aware of how MID-C-204-25 ended.

It is grossly inaccurate to claim that Plaintiff Marchitto has "pending assault charges". Attached to this letter is a copy of the charges filed against Plaintiff Marchitto by property managers Sonia Danquah and Elizangena (Liz) Tome. The filing evidences a conspiracy between Management, Board President Matthew Phillips and certain other Board members, and Ms. Bucca and Ms. Dairman of your firm, to charge Plaintiff Marchitto for crimes he never committed. Plaintiff Marchitto denies having ever assaulted or harassed any of the Defendants as per N.J.S.A. 2C:12-1a(3), 2C:12-1a(1), 2C:33-4a, 2C:33-4b, and 2C:33-4c. Furthermore, and as painstakingly laid out in MID-C-50-26, none of the multiple police reports filed against Plaintiff Marchitto document any criminal acts or resulted in any criminal charges. There is one video recording of the February 26, 2026 incident at the clubhouse, which further fails to evidence any assaults or criminal activity. However, the video from inside the office showing Ms. Danquah getting up from her desk and yelling obscenities while charging toward Plaintiff Marchitto standing outside the door was not provided.

It also must be pointed out that the "Certification in Support of Probable Cause" is NOT SIGNED by the complaining witnesses Sonia Danquah and Elizangena Tome. As a result, the Piscataway Court did not refer the matter to the prosecutor and instead referred it to

mediation, as there is no certified statement to support criminal charges. You knew or should have known this at the hearing.

PLAINTIFF MARCHITTO IS FORMALLY REQUESTING THAT ALL EVIDENCE, INCLUDING BUT NOT LIMITED TO VIDEO RECORDINGS, AUDIO RECORDINGS, CELL PHONE RECORDINGS, WITNESS STATEMENTS, PERSONAL NOTES, AND RECORDINGS OF THE CLUBHOUSE OFFICE, RELATING TO THE FEBRUARY 26, 2026 CLUBHOUSE INTERACTION BETWEEN PLAINTIFF MARCHITTO AND MANAGEMENT, BE PRESERVED.

PLAINTIFF MARCHITTO IS FORMALLY NOTIFYING DEFENDANTS, MANAGEMENT, AND COUNSEL THAT THE STATEMENTS BEING MADE ABOUT HIM OF COMMITTING CRIMIAL ACTS ARE FALSE, AND THE FURTHER REPETATION OF THOSE STATEMENTS CONSITUTES DEFAMATION PER SE WITH ACTUAL MALICE.

PLAINTIFF MARCHITTO IS FORMALLY DEMANDING THAT DEFENDANTS, MANAGEMENT, AND COUNSEL CEASE AND DESIST FROM CONTINUING TO MAKE FALSE ALLEGATIONS OF CRIMINAL ACTS BY PLAINTIFF MARCHITTO, AND RETRACT ANY AND ALL SUCH STATEMENTS PREVIOUSLY MADE, SPECIFICALLY THE STATEMENTS MADE IN THE MARCH 10, 2026 CERTIFICATION IN SUPPORT OF PROBABLE CAUSE, AND THE STATEMENTS MADE AT THE MARCH 4, 2026 SPECIAL MEETING OF THE BOARD OF TRUSTEES.

You, your firm, Management, and your client are further advised that the filing of false police reports is itself a prosecutable offense, signed or not, under N.J.S.A. 2C:28-2, 2C:28-3, and 2C:28-4. Furthermore, it has become abundantly clear that an attempted character assassination is being coordinated against Plaintiff Marchitto, in which the various verbal disputes and calls to law enforcement are being exploited for the purpose of damaging Plaintiff Marchitto's reputation in the community and reducing his chances of winning a seat in the upcoming election.

It should also be noted that two emails attached as evidence to the unsigned Certification in Support of Probable Cause evidence an alarming and illegal practice by your client of including only a sub-set of trustees on emails that should be distributed to all the trustees. Specifically, on March 9, 2026, Ms. Bucca emailed Board President Phillips, with a cc to trustees Mona Wan, Mark Kelsey and Mohiuddin Syed, excluding trustees Kevin Wine, Anthony Blanco, and Vincent Marchitto. At that point in time, there was no open litigation between the parties, and there was no reason all trustees should not have been included in the email, even Mr. Marchitto the accused. The practice was again evidenced in the March 9, 2026 email from Board President Phillips to Ms. Bucca and Ms. Dairman. As Plaintiff Wine has advised members of your firm in prior correspondence, your firm is counsel to

ALL the trustees of the Association, not just some of them. You and members of your firm are bound by ethical guidelines which we expect you to follow, and unfortunately evidence is continuing to accumulate demonstrating otherwise.

The final issue is the arbitration. On Monday, March 16, 2026, twelve days after Plaintiff Marchitto's illegal removal from the Board of Trustees, Plaintiff Marchitto advised his counsel, Mr. Joseph Vyzas, that he was no longer agreeable to arbitration and would instead be pursuing litigation. On that same day, at 2:32 PM via eMail, Mr. Vyzas advised Ms. Mitchell, Ms. Dairman, Ms. Bucca, and Richard Camp that Plaintiff Marchitto "...has chosen not to participate in the Arbitration with Judge Camp."

Two days later, on March 18, 2026, Ms. Mitchell emailed Richard Camp declaring that the Board will be proceeding regardless, with the suggested hearing dates of either April 21st, April 22nd, or April 30th. The first two dates were immediately prior to the 2026 election nomination deadline, and the last one was well after the deadline. Plaintiff Marchitto is under no obligation to agree to participate in ADR, has signed no prior agreements requiring him to participate in arbitration, and had previously declined to participate, in writing with notice to your firm, two days prior.

On March 19, 2026, at 12:06 PM complaint MID-C-50-26 was filed via JEDS. It is now our understanding that Defendants are requesting ADR, as the matter is now in litigation. At the March 23, 2026 preliminary hearing, you referred to Finderne Heights v. Rabinowitz which we eventually located. The case does not compel a homeowner to submit to ADR at the demand of the Board, citing Twin Rivers:

*The court went on to hold that "ADR is to resolve disputes that would otherwise be litigated, but it does not preclude litigation and the Association cannot mandate that an individual unit owner submit their dispute to ADR."
383 N.J.Super. at 64, 890 A.2d 947.*

However, we concede that apparently Finderne interprets 46:8B-14(k) to mean that either party in the dispute could request ADR once the matter is in litigation, and therefore the Association can now request ADR from us. Judge McCloskey's Order to Show Cause seems to contemplate this, so pending the final hearing scheduled for April 23, 2026 in MID-C-50-26, we will comply with the requirement to participate in ADR, as currently scheduled for April 21, 2026 at 10 AM with Richard Camp. However, we are NOT agreeable to participate in any binding form of ADR, so please plan for mediation rather than arbitration. We have a say in this as technically we are now the ones who are offering the ADR to your client. It is unclear as to whether you are positioning your client as the plaintiff or the defendant in the ADR, and to whom Richard Camp's April 13th filing deadline

applies, but regardless, we will likely be submitting our complaint as our submission, which you already have.

The Board should have known better than to illegally remove a duly elected trustee in the first place, and your firm should have advised accordingly instead of actively conspiring with Management and Board President Phillips. We assume you realize that this dispute could be settled at any time by reaching an agreement on our demands. There are now a total of six attorneys involved and it appears the Board has not decided to submit an insurance claim, which means the Board is paying several hundred dollars an hour in attorney's fees for its defense. You were at the same hearing we were at last Monday and witnessed the same reaction the Court had upon learning of this new matter in such close proximity to the prior matter and in violation of the consent order. We feel it is highly unlikely that the Board will prevail, and that if everyone was really operating in the best interests of the Association, this would be settled immediately.

Please be guided accordingly.

Sincerely,



Vincent Marchitto



Kevin Wine

Fwd: FW: Society Hill at Piscataway v Marchitto

1 message

troutman15@optimum.net <troutman15@optimum.net>
To: kwine@societyhillatpiscataway.org

Sun, Mar 29, 2026 at 2:17 PM

----- Original Message -----

From: jvyzas@schiller.law
To: troutman15@optimum.net
Sent: Thursday, March 19th 2026, 09:41 AM
Subject: FW: Society Hill at Piscataway v Marchitto

FYI.

K. Joseph Vyzas, Esq.

Schiller, Pittenger & Galvin, P.C.

1771 Front Street, Suite D

Scotch Plains, New Jersey 07076

Voice: 908-490-0444

Fax: 908-490-0420

E-Mail: jvyzas@schiller.law

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From: Mitchell, Tia <TRMitchell@beckerlawyers.com>**Sent:** Wednesday, March 18, 2026 8:43 PM**To:** Richard Camp <rcamp@lawjw.com>**Cc:** Bucca, Tana <TBucca@beckerlawyers.com>; Dairman, Alexis <ADairman@beckerlawyers.com>; Sandars, Paul A. III <PSandars@lumlaw.com>; Joe Vyzas <jvyzas@schiller.law>; troutman15@optimum.net**Subject:** RE: Society Hill at Piscataway v Marchitto

Judge Camp,

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Good evening! Mr. Marchitto's email address is troutman15@optimum.net (he is CC'd above) and his home address is 477 Harwick Court, Piscataway, New Jersey 08854. Unfortunately, I do not know Mr. Marchitto's cell phone number. Either Mr. Vyzas or Mr. Marchitto will need to provide that.

The Board has confirmed that they would like to proceed with arbitration whether Mr. Marchitto chooses to participate or not. Our office is available on the following dates for a hearing:

- Tuesday, April 21st
- Wednesday, April 22nd
- Thursday, April 30th

At your earliest convenience, please confirm whether any of these dates for you. If any of these dates align with your schedule, please provide a deadline for when all materials should be submitted by and a copy of your engagement letter.

As always, I am available at the phone number included below should you have any questions or concerns.

Thank you so much!

Tia R Mitchell


Attorney at Law





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 862.309.5925

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From: Richard Camp <rcamp@lawjw.com>
Sent: Monday, March 16, 2026 2:32 PM
To: Joe Vyzas <jvyzas@schiller.law>; Mitchell, Tia <TRMitchell@beckerlawyers.com>
Cc: Bucca, Tana <TBucca@beckerlawyers.com>; Dairman, Alexis <ADairman@beckerlawyers.com>; Sandars, Paul A. III <PSandars@lumlaw.com>; troutman15@optimum.net
Subject: Re: Society Hill at Piscataway v Marchitto

Please send me Mr Marchitto's email address, home address and cell phone number. Thanks.

Get Outlook for iOS

From: Joe Vyzas <jvyzas@schiller.law>
Sent: Monday, March 16, 2026 11:19:16 AM
To: Mitchell, Tia <TRMitchell@beckerlawyers.com>; Richard Camp <rcamp@lawjw.com>
Cc: Bucca, Tana <TBucca@beckerlawyers.com>; Dairman, Alexis <ADairman@beckerlawyers.com>; Sandars, Paul A. III <PSandars@lumlaw.com>; troutman15@optimum.net <troutman15@optimum.net>
Subject: RE: Society Hill at Piscataway v Marchitto

[EXTERNAL E-MAIL]

Good morning

Our firm will no longer be representing Vincent Marchitto in this dispute. Going forward, he will be representing himself and he has chosen not to participate in the Arbitration with Judge Camp. Mr. Marchitto is copied on this email.

I thank you for your courtesies.

8

K. Joseph Vyzas, Esq.
Schiller, Pittenger & Galvin, P.C.
1771 Front Street, Suite D
Scotch Plains, New Jersey 07076
Voice: 908-490-0444
Fax: 908-490-0420
E-Mail: jvyzas@schiller.law

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From: Mitchell, Tia <TRMitchell@beckerlawyers.com>
Sent: Friday, March 13, 2026 5:00 PM
To: Joe Vyzas <jvyzas@schiller.law>; Richard Camp <rcamp@lawjw.com>
Cc: Bucca, Tana <TBucca@beckerlawyers.com>; Dairman, Alexis <ADairman@beckerlawyers.com>; Sandars, Paul A. III <PSandars@lumlaw.com>
Subject: RE: Society Hill at Piscataway v Marchitto

Tuesday, March 17th at 4:00 PM works for us as well.

Thank you!

Tia R Mitchell

Attorney at Law





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9

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This is a communication from a debt collector, and any information obtained will be used for that purpose.

From: Joe Vyzas <jvyzas@schiller.law>
Sent: Thursday, March 12, 2026 2:13 PM
To: Richard Camp <rcamp@lawjw.com>; Mitchell, Tia <TRMitchell@beckerlawyers.com>
Cc: Bucca, Tana <TBucca@beckerlawyers.com>; Dairman, Alexis <ADairman@beckerlawyers.com>; Sandars, Paul A. III <PSandars@lumlaw.com>
Subject: RE: Society Hill at Piscataway v Marchitto

OK by me.

K. Joseph Vyzas, Esq.
Schiller, Pittenger & Galvin, P.C.
1771 Front Street, Suite D
Scotch Plains, New Jersey 07076
Voice: 908-490-0444

10

Fax: 908-490-0420

E-Mail: jvyzas@schiller.law

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From: Richard Camp <rcamp@lawjw.com>
Sent: Thursday, March 12, 2026 11:14 AM
To: Mitchell, Tia <TRMitchell@beckerlawyers.com>; Joe Vyzas <jvyzas@schiller.law>
Cc: Bucca, Tana <TBucca@beckerlawyers.com>; Dairman, Alexis <ADairman@beckerlawyers.com>; Sandars, Paul A. III <PSandars@lumlaw.com>
Subject: Re: Society Hill at Piscataway v Marchitto

Let's do the call on Tuesday at 4. The call in number is 973 905 5440; call in number is 9001. Judge Camp

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From: Mitchell, Tia <TRMitchell@beckerlawyers.com>
Sent: Wednesday, March 11, 2026 10:19:55 AM
To: Joe Vyzas <jvyzas@schiller.law>; Richard Camp <rcamp@lawjw.com>
Cc: Bucca, Tana <TBucca@beckerlawyers.com>; Dairman, Alexis <ADairman@beckerlawyers.com>; Sandars, Paul A. III <PSandars@lumlaw.com>
Subject: RE: Society Hill at Piscataway v Marchitto

You don't often get email from trmitchell@beckerlawyers.com. Learn why this is important

[EXTERNAL E-MAIL]

Good morning,

Tuesday, March 17th or Wednesday, March 18th work for us.

Judge Camp, in the interim would you please forward the engagement letter so that we may send same to our client for review?

||

Tia R Mitchell


Attorney at Law





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This is a communication from a debt collector, and any information obtained will be used for that purpose.

From: Joe Vyzas <jvyzas@schiller.law>

Sent: Tuesday, March 10, 2026 12:09 PM

To: Richard Camp <rcamp@lawjw.com>; Mitchell, Tia <TRMitchell@beckerlawyers.com>

Cc: Bucca, Tana <TBucca@beckerlawyers.com>; Dairman, Alexis <ADairman@beckerlawyers.com>; Sandars, Paul A.

12

III <PSandars@lumlaw.com>

Subject: RE: Society Hill at Piscataway v Marchitto

Good afternoon

I will be available Tuesday or Wednesday of next week.

K. Joseph Vyzas, Esq.

Schiller, Pittenger & Galvin, P.C.

1771 Front Street, Suite D

Scotch Plains, New Jersey 07076

Voice: 908-490-0444

Fax: 908-490-0420

E-Mail: jvyzas@schiller.law

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From: Richard Camp <rcamp@lawjw.com>

Sent: Tuesday, March 10, 2026 12:04 PM

To: Mitchell, Tia <TRMitchell@beckerlawyers.com>; Joe Vyzas <jvyzas@schiller.law>

Cc: Bucca, Tana <TBucca@beckerlawyers.com>; Dairman, Alexis <ADairman@beckerlawyers.com>; Sandars, Paul A. III <PSandars@lumlaw.com>

Subject: Society Hill at Piscataway v Marchitto

Counsel—Thank You for selecting me to Arbitrate the above matter. I would like a brief conf. call for scheduling purposes. Please let me know your availability anyday next week between 4 and 5 and I will arrange the call. I look forward to working with both you and your clients towards an amicable resolution.
Judge Camp

Hon. Richard C Camp (ret)

Javerbaum Wurgaft Hicks Kahn Wikstrom & Sinins, PC

Direct line: 973- 228-6785

13

EXHIBIT

D



Kevin Wine <kwine@societyhillatpiscataway.org>

RE: Association Counsel Clarification

1 message

Prisco, John <JPrisco@beckerlawyers.com>

Thu, Apr 9, 2026 at 1:22 PM

To: Kevin Wine <kwine@societyhillatpiscataway.org>

Cc: "Bucca, Tana" <TBucca@beckerlawyers.com>, Matt Phillips <mphillips@societyhillatpiscataway.org>, Vincent Marchitto <troutman15@optimum.net>, "Mitchell, Tia" <TRMitchell@beckerlawyers.com>, "Dairman, Alexis" <ADairman@beckerlawyers.com>, "Borth, Laura" <LBorth@beckerlawyers.com>

Mr. Wine:

The arbitration is scheduled for April 20th, which is prior to the nomination deadline. Nominations and elections are governed by the Radburn regulations, including who can run for the board. Generally, only a lack of good standing will disqualify a member from running for the board and the Association has never indicated Mr. Marchitto is or would be disqualified from running for the board. As such, no written agreement is necessary.

If you both agree to adjourn the OTSC, please advise. Otherwise, we will proceed as currently scheduled including with the arbitration before Judge Camp with Mr. Marchitto only on April 20th.

Sincerely,

John S. Prisco
Shareholder**Becker**

Becker NE P.C.

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incorporated in the State of New York360 Mount Kemble Ave, Suite 2004
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862.309.5930

732.963.5654

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From: Kevin Wine <kwine@societyhillatpiscataway.org>
Sent: Thursday, April 9, 2026 11:48 AM
To: Prisco, John <JPrisco@beckerlawyers.com>
Cc: Bucca, Tana <TBucca@beckerlawyers.com>; Matt Phillips <mphillips@societyhillatpiscataway.org>; Vincent Marchitto <troutman15@optimum.net>; Mitchell, Tia <TRMitchell@beckerlawyers.com>; Dairman, Alexis <ADairman@beckerlawyers.com>; Borth, Laura <LBorth@beckerlawyers.com>
Subject: Re: Association Counsel Clarification

Mr. Prisco,

I was able to get a hold of Mr. Marchitto however he is out working today on a site (no access to computer) and he said he will try to email you later in the day from his phone, or this evening from home. I don't want to create the impression that I am speaking on his behalf, but I can relay to you that he wanted this dispute settled prior to the candidate nomination deadline on the 24th of April. Otherwise, one of his concerns is that the board will disqualify him from running in the election. Again, we will have to wait to hear from him directly, but I would assume that if there was some written agreement that he would not be disqualified from running, it might help with any postponement.

Kevin Wine

On Thu, Apr 9, 2026 at 10:36 AM Prisco, John <JPrisco@beckerlawyers.com> wrote:

Mr. Wine:

In an effort to save time and costs for all, we would agree to adjourn the current OTSC return date and briefing scheduling to allow for arbitration to proceed before Judge Camp, and following that to return to the court either regarding the resolution or to have the OTSC put back on the calendar.

2

If you do agree, you will need to advise the court today. I suggest a request be submitted to the court rescheduling the OTSC for May 14th, with opposition papers due April 27th and reply papers due May 7th. Arbitration would remain on for April 20th. Alternatively, with your and Mr. Marchitto's consent, I can prepare and file a letter with the court today.

Please advise if you and Mr. Marchitto agree.

Sincerely,

John S. Prisco


Shareholder


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From: Kevin Wine <kwine@societyhillatpiscataway.org>

Sent: Thursday, April 9, 2026 12:26 AM

To: Prisco, John <JPrisco@beckerlawyers.com>

Cc: Bucca, Tana <TBucca@beckerlawyers.com>; Matt Phillips <mphillips@societyhillatpiscataway.org>; Vincent Marchitto <troutman15@optimum.net>; Mitchell, Tia <TRMitchell@beckerlawyers.com>; Dairman, Alexis <ADairman@beckerlawyers.com>; Borth, Laura <LBorth@beckerlawyers.com>

Subject: Re: Association Counsel Clarification

Mr. Prisco,

Again, speaking for myself on MID-C-50-26, I do not object to participating in ADR or providing ADR, but I am not comfortable with dismissing the case as a prerequisite to ADR. It is entirely normal for ADR to proceed with a case still pending. Judge McCloskey did not order us in to ADR on March 23rd, but did deny plaintiffs' temporary restraints, in part to allow for ADR efforts to continue prior to the hearing on the 23rd.

I remain open to proposals from your client to immediately resolve this dispute without the need for ADR or further litigation. At the Special Meeting of the Board yesterday evening, the board passed 28 pages of new code of conduct policy resolutions, further confirming how trustee policy violations should be handled. Those policies were essentially already in place prior, and were clearly not followed at the March 4th removal. It seems the board would want to take every step

4

possible to bring itself into alignment with its own internal policies, as quickly and efficiently as possible.

Kevin Wine

On Wed, Apr 8, 2026 at 5:52 PM Prisco, John <JPrisco@beckerlawyers.com> wrote:

Mr. Wine:

The options are either dismiss the action now and proceed to non-binding arbitration on April 20th or at a date to be determined if you decide to dismiss the action, or otherwise place the matter before the court on the 23rd at the OTSC hearing.

If you are not willing to dismiss the action without prejudice at this time, then there is nothing to discuss.

Sincerely,

John S. Prisco


Shareholder

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From: Kevin Wine <kwine@societyhillatpiscataway.org>

Sent: Wednesday, April 8, 2026 4:17 PM

To: Prisco, John <JPrisco@beckerlawyers.com>

Cc: Bucca, Tana <TBucca@beckerlawyers.com>; Matt Phillips <mphillips@societyhillatpiscataway.org>; Vincent Marchitto <troutman15@optimum.net>; Mitchell, Tia <TRMitchell@beckerlawyers.com>; Dairman, Alexis <ADairman@beckerlawyers.com>; Borth, Laura <LBorth@beckerlawyers.com>

Subject: Re: Association Counsel Clarification

Mr. Prisco,

Thank you for clarifying the ADR mode. Speaking for myself with respect to MID-C-50-26, I would be reluctant to dismiss the complaint prior to the ADR, however I am agreeable to ADR prior to the hearing on the 23rd of April. My reluctance for dismissing the complaint is that if a compromise can't be reached in the ADR, there would be another delay in getting the matter back in front of the Court.

6

I assume that in responding to the papers that Mr. Marchitto has submitted to Judge Camp, you will be 9/10th of the way to responding as you would to the Court, and both deadlines happen to be on the same day - April 13. Thus, I would propose that you file as planned and all parties agree to ADR on April 20th, and if a settlement is reached we can present that to the Court on the 23rd. If there is some other ADR configuration that would leave the April 23rd hearing in place, please advise. In retrospect, it would have been best to have the ADR scheduled for early this week, but I realize that ship has sailed.

By the way, the last correspondence shared with me regarding the ADR with Mr. Marchitto, had it scheduled for April 21st, not April 20th. I'm fine with either date, but I want to make sure there is no misunderstanding there.

Kevin Wine

On Wed, Apr 8, 2026 at 1:56 PM Prisco, John <JPrisco@beckerlawyers.com> wrote:

Mr. Wine:

The arbitration that is scheduled regarding Mr. Marchitto's pending removal before Judge Camp is arranged as a non-binding arbitration where at Judge Camp will review the parties' arbitration statements/briefs, underlying evidence/documents, and to the extent required by Judge Camp, any testimony. As the arbitrator, Judge Camp will render a non-binding decision.

The arbitration is presently scheduled for April 20th. However, if you and Mr. Marchitto agree to dismiss the MID-C-5-26 action without prejudice and consolidate the issues before Judge Camp, we can work with you both to accommodate a different date if the 20th does not work for you.

Given that we will be asking the court as part of our relief to order the parties to ADR and the court's preference for same, I believe it would be advantageous to all concerned to first bring these issues to ADR.

7

If you are amenable to dismissing the action and proceeding with arbitration, please advise no later than tomorrow morning by 10 a.m., as we are preparing our opposition papers to be filed on April 13th.

Sincerely,

John S. Prisco

Shareholder


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From: Kevin Wine <kwine@societyhillatpiscataway.org>

Sent: Sunday, April 5, 2026 11:28 PM

To: Prisco, John <JPrisco@beckerlawyers.com>

Cc: Bucca, Tana <TBucca@beckerlawyers.com>; Matt Phillips <mphillips@societyhillatpiscataway.org>; Vincent Marchitto <troutman15@optimum.net>; Mitchell, Tia <TRMitchell@beckerlawyers.com>;

Dairman, Alexis <ADairman@beckerlawyers.com>; Borth, Laura <LBorth@beckerlawyers.com>

Subject: Re: Association Counsel Clarification

Mr. Prisco,

Could you at least clarify the format of the ADR the Board is unilaterally imposing? Is that an arbitration? or a mediation? is it binding? We would need to know this before considering whether to consolidate anything.

I am not "representing Mr. Marchitto". Would you have preferred that we separated the complaint into two? Wouldn't the Court have merged them, putting us right back to where we are now? Or just file one claim, like I did with MID-C-204-25, and then be critiqued on standing? What about "all parties, all claims"? I recall you brought this up in front of the Court on the 23rd, and the Court did not echo your concern to me. You will have to provide a more precise argument for me to be convinced I am doing anything wrong, and lacking such an argument, I kindly ask that you stop accusing me of criminal activity.

Kevin Wine

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On Fri, Apr 3, 2026 at 9:49 AM Prisco, John <JPrisco@beckerlawyers.com> wrote:

Mr. Wine:

I am in receipt of your communication below and the attachment.

First, I again raise my objection that you are impermissibly practicing law in the representation of Mr. Marchitto.

Second, no false, untrue or "un-informed" statements were provided to the court, and your allegations relating to same in your letter of March 30th are baseless. We will further not engage in arguing the merits of the allegations outside of the formal court proceedings.

Finally, please be advised that the arbitration scheduled for April 20th before the Hon. Judge Camp, Ret., is in connection with the removal proceedings of Mr. Marchitto and does not involve you, unless and until so ordered by the court in the pending case docket MID-C-5-26. As such, you are not a party to that proceeding, you cannot and do not represent Mr. Marchitto, you are not his legal representative or an attorney and therefore are not permitted to attend or be present. You are not authorized to communicate with Judge Camp on behalf of Mr. Marchitto or in connection with the proceeding taking place on April 20th.

If you and Mr. Marchitto would like to dismiss the MID-C-5-26 action without prejudice and consolidate the issues before Judge Camp, we would consider that alternative to continuing litigation.

Please be guided accordingly.

John S. Prisco

Shareholder

Becker


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From: Kevin Wine <kwine@societyhillatpiscataway.org>

Sent: Monday, March 30, 2026 10:31 AM

To: Prisco, John <JPrisco@beckerlawyers.com>

Cc: Bucca, Tana <TBucca@beckerlawyers.com>; Matt Phillips <mphillips@societyhillatpiscataway.org>; Vincent Marchitto <troutman15@optimum.net>; Mitchell, Tia <TRMitchell@beckerlawyers.com>; Dairman, Alexis <ADairman@beckerlawyers.com>; Borth, Laura <LBorth@beckerlawyers.com>

Subject: Re: Association Counsel Clarification

Mr. Prisco,

Please see attached for correspondence relating to MID-C-50-26 and ADR.

Also please find attached a copy of the management's complaint filed with the Township of Piscataway, and a copy of the relevant email thread between Marchitto and others relating to ADR.

Kevin Wine

Vincent Marchitto

On Wed, Mar 25, 2026 at 10:30 AM Prisco, John <JPrisco@beckerlawyers.com> wrote:

Mr. Wine:

This office represents the Association and Board in connection with the MID-C-50-26 docket, unless and until otherwise advised. All communications should be directed to our office.

Sincerely,

John S. Prisco


Shareholder

Becker


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From: Kevin Wine <kwine@societyhillatpiscataway.org>
Sent: Monday, March 23, 2026 5:58 PM
To: Bucca, Tana <TBucca@beckerlawyers.com>; Prisco, John <JPrisco@beckerlawyers.com>; Sam McNulty <Smcnulty@houstonmcnulty.com>; Matt Phillips <mphillips@societyhillatpiscataway.org>
Cc: Vincent Marchitto <troutman15@optimum.net>
Subject: Association Counsel Clarification

Ms. Bucca, Mr. Prisco, Mr. McNulty, Mr. Phillips,

We are preparing service for all the defendants and counsel, but require clarification on which counsel represents defendant Society Hill at Piscataway in the MID-C-50-26 matter.

Also, could you forward us the case caption you mentioned regarding mandatory ADR in condominium

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association disputes mentioned at the hearing today. I heard Findmere v. Robinovitz but I probably heard wrong because nothing comes up.

Kevin Wine,
Vincent Marchitto

14

EXHIBIT

E



Kevin Wine <kwine@societyhillatpiscataway.org>

Re: RE: Association Counsel Clarification

troutman15@optimum.net <troutman15@optimum.net>

Wed, Apr 8, 2026 at 8:25 PM

To: "Prisco, John" <JPrisco@beckerlawyers.com>, Kevin Wine <kwine@societyhillatpiscataway.org>

Cc: "Bucca, Tana" <TBucca@beckerlawyers.com>, Matt Phillips <mphillips@societyhillatpiscataway.org>, Vincent Marchitto <troutman15@optimum.net>, "Mitchell, Tia" <TRMitchell@beckerlawyers.com>, "Dairman, Alexis" <ADairman@beckerlawyers.com>, "Borth, Laura" <LBorth@beckerlawyers.com>

Dear Mr. Prisco

I am not willing to dismiss the lawsuit scheduled for April 23rd. I am available for non-binding ADR on either April 20 or April 21. Thank You.

Vincent Marchitto

----- Original Message -----

From: JPrisco@beckerlawyers.com

To: kwine@societyhillatpiscataway.org Cc: TBucca@beckerlawyers.com; mphillips@societyhillatpiscataway.org; troutman15@optimum.net; TRMitchell@beckerlawyers.com; ADairman@beckerlawyers.com; LBorth@beckerlawyers.com

Sent: Wednesday, April 8th 2026, 05:52 PM

Subject: RE: Association Counsel Clarification

Mr. Wine:

The options are either dismiss the action now and proceed to non-binding arbitration on April 20th or at a date to be determined if you decide to dismiss the action, or otherwise place the matter before the court on the 23rd at the OTSC hearing.

If you are not willing to dismiss the action without prejudice at this time, then there is nothing to discuss.

Sincerely,

John S. Prisco

Shareholder

www.beckerlawyers.com

EXHIBIT

F



Kevin Wine <kwine@societyhillatpiscataway.org>

Re: Association Counsel Clarification

Kevin Wine <kwine@societyhillatpiscataway.org>

Fri, Apr 10, 2026 at 12:56 AM

To: "Prisco, John" <JPrisco@beckerlawyers.com>

Cc: "Bucca, Tana" <TBucca@beckerlawyers.com>, Matt Phillips <mphillips@societyhillatpiscataway.org>, Vincent Marchitto <troutman15@optimum.net>, "Mitchell, Tia" <TRMitchell@beckerlawyers.com>, "Dairman, Alexis" <ADairman@beckerlawyers.com>, "Borth, Laura" <LBorth@beckerlawyers.com>

Dear Mr. Prisco,

Thank you for your efforts in trying to find an adjournment compromise. However, Mr. Marchitto's email from earlier this evening indicates that he wishes to not postpone the April 23rd OTSC hearing, so it is looking like the April 20th ADR plan is on. If a settlement is reached, or there are any un-resolved issues following the ADR, either or both can be handled before Judge McCloskey on the 23rd.

Kevin Wine

On Thu, Apr 9, 2026 at 1:22 PM Prisco, John <JPrisco@beckerlawyers.com> wrote:

Mr. Wine:

The arbitration is scheduled for April 20th, which is prior to the nomination deadline. Nominations and elections are governed by the Radburn regulations, including who can run for the board. Generally, only a lack of good standing will disqualify a member from running for the board and the Association has never indicated Mr. Marchitto is or would be disqualified from running for the board. As such, no written agreement is necessary.

If you both agree to adjourn the OTSC, please advise. Otherwise, we will proceed as currently scheduled including with the arbitration before Judge Camp with Mr. Marchitto only on April 20th.

Sincerely,

John S. Prisco
Shareholder

Becker NE P.C.
A professional corporation
incorporated in the State of New York

360 Mount Kemble Ave, Suite 2004
Morristown, NJ 07960