

EXHIBIT “B”

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

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TIPORA LEONCE,

Plaintiff,

-against-

INDEX NO.: 525688/2023

VERIFIED ANSWER
WITH CROSS CLAIMS

THE CITY OF NEW YORK, BROOKLYN UNION
GAS COMPANY D/B/A NATIONAL GRID,
CABLEVISION SYSTEMS NEW YORK CITY
CORPORATION, CROWN CASTLE NG EAST LLC,
MULVIHILL ELECTRICAL ENTERPRISES INC.,
TRIUMPH CONSTRUCTION CORP. and VERIZON
NEW YORK INC.,

Defendants.

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Defendant, CROWN CASTLE NG EAST LLC, by its attorneys, LAW OFFICES OF
FISHMAN AND CABRERA, answering the Complaint of the plaintiff herein, alleges upon
information and belief:

1. Denies knowledge or information sufficient to form a belief as to paragraphs
designated “1”, “2”, “3”, “4”, “5”, “6”, “7”, “8”, “9”, “10”, “11”, “12”, “13”, “14”, “16”, “17”,
“18”, “19”, “20”, “21”, “22”, “23”, “24”, “25”, “26”, “27”, “28”, “29”, “30”, “31”, “32”, “33”,
“34”, “35”, “36”, “37”, “38”, “39”, “40”, “41”, “42”, “43”, “44”, “45”, “46”, “47”, “48”, “49”,
“50”, “51”, “52”, “53”, “54”, “55”, “56”, “57”, “58”, “59”, “60”, “61”, “62”, “63”, “64”, “65”,
“66”, “67”, “68”, “69”, “70”, “71”, “72”, “73”, “74”, “75”, “76”, “77”, “78”, “79”, “80”, “81”,
“82”, “95”, “96”, “97”, “98”, “99”, “100”, “101”, “102”, “103”, “104”, “105”, “106”, “107”,
“108”, “109”, “110”, “111”, “112”, “113”, “114”, “115”, “116”, “117”, “118”, “119”, “120”,
“121”, “122”, “123”, “124”, “125”, “126”, “127”, “128”, “129” and “130” of the Complaint.

2. Admits as to paragraph “15” of the Complaint.

3. Denies as to paragraphs designated “83”, “84”, “85”, “86”, “87”, “88”, “89”, “90”, “91”, “92”, “93”, “94”, “131”, “132”, “133”, “134”, “135”, “136” and “138” of the Complaint.

4. Denies as to paragraph designated “137” of the Complaint and states the statute speaks for itself.

5. Any paragraph not specifically delineated herein is deemed denied.

AS AND FOR A FIRST AFFIRMATIVE DEFENSE

6. That if the plaintiff suffered any damages, said damages were caused in whole or in part by the plaintiff’s failure to take reasonable action in mitigation of the same.

AS AND FOR A SECOND AFFIRMATIVE DEFENSE

7. The damages allegedly sustained by plaintiff were caused wholly or in part by reason of the culpable conduct of said plaintiff and not by the conduct of the answering defendant, but should the answering defendant be found liable then said defendant is entitled to an apportionment of fault and an appropriate reduction in the amount of any judgment otherwise recoverable by plaintiff.

AS AND FOR A THIRD AFFIRMATIVE DEFENSE

8. That the Court does not have jurisdiction over the person of the defendant, due to improper service of process.

AS AND FOR A FOURTH AFFIRMATIVE DEFENSE

9. Pursuant to CPLR Article 16, if this defendant is held responsible for plaintiff’s injuries, then the answering defendant will be liable only for its percentage/equitable share on the non-economic loss awarded to the plaintiff.

AS AND FOR A FIFTH AFFIRMATIVE DEFENSE

10. Pursuant to CPLR §4545 (c), any award to the plaintiff for economic loss shall be reduced by the amount of economic loss reimbursed by collateral sources.

AS AND FOR A SIXTH AFFIRMATIVE DEFENSE

11. All claims by plaintiff and/or third party plaintiff in this litigation are barred as against the answering defendant/third party defendant pursuant to the exclusive remedy provisions of the New York State Worker's Compensation Law, sections 11 and 29, and the New York State General Obligations Law Article 18-A, as amended and/or enacted on or about September 10, 1996.

AS AND FOR A SEVENTH AFFIRMATIVE DEFENSE

12. That if the plaintiff sustained any injuries and/or damages at the time and place alleged in the Complaint, same were wholly caused by the culpable conduct and/or negligence of some other party or persons over whom defendant had no control and for whose culpable conduct and/or negligence defendant was not and is not responsible or liable.

AS AND FOR AN EIGHTH AFFIRMATIVE DEFENSE

13. If the plaintiff sustained damages as alleged, such damages occurred while plaintiff was engaged in an activity into which she entered, knowing the hazard, risk and danger of the activity and she assumed the risks incidental to and attending the activity.

AS AND FOR A NINTH AFFIRMATIVE DEFENSE

14. That the Complaint of the plaintiff fails to state a cause of action against the answering defendant.

AS AND FOR A TENTH AFFIRMATIVE DEFENSE

15. The answering defendant did not have exclusive custody or control of the location where the injuries and/or damage is alleged to have occurred.

AS AND FOR AN ELEVENTH AFFIRMATIVE DEFENSE

16. The answering defendant did not have notice, actual or constructive, of the alleged condition.

AS AND FOR A TWELFTH AFFIRMATIVE DEFENSE

17. The alleged condition was trivial.

AS AND FOR A THIRTEENTH AFFIRMATIVE DEFENSE

18. The alleged injuries and damages were not proximately caused by any act or omission of the answering defendant.

AS AND FOR A FOURTEENTH AFFIRMATIVE DEFENSE

19. The condition was open and obvious.

AS AND FOR A FIFTEENTH AFFIRMATIVE DEFENSE

20. The alleged injuries and damages, which are denied, were caused by interfering, interceding and superseding acts of the third parties not under the control of the answering defendant.

AS AND FOR A SIXTEENTH AFFIRMATIVE DEFENSE

21. The answering defendant did not breach a duty of care.

**AS AND FOR A FIRST CROSS CLAIM
AGAINST THE DEFENDANTS, THE CITY OF NEW YORK,
BROOKLYN UNION GAS COMPANY D/B/A NATIONAL GRID,
CABLEVISION SYSTEMS NEW YORK CITY CORPORATION,
MULVIHILL ELECTRICAL ENTERPRISES INC., TRIUMPH
CONSTRUCTION CORP. and VERIZON NEW YORK INC.**

22. If plaintiff sustained the injuries and damages in the manner and at the time and place alleged, and if it is found that the answering defendant is liable to plaintiff, then the answering defendant, on the basis of apportionment of responsibility for the alleged occurrence, is entitled to indemnification and contribution from, and judgment over against, the above-named co-defendants for all or part of any judgment thus obtained by the plaintiff against the answering defendant.

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