

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NASSAU

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ELAINE M. PAPPAS

Plaintiff,

Index No.: 617232/2023

**VERIFIED ANSWER**

-against-

NORTH SHORE FARMS TWO, LTD,

Defendants.  
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The defendant(s), NORTH SHORE FARMS TWO, LTD, answering the Verified Complaint of plaintiff, allege(s) upon information and belief, the following:

**FIRST:** Denies any knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraphs of the Verified Complaint designated “1” and “2”.

**SECOND:** Denies each and every allegation contained in the paragraph of the Verified Complaint designated “3”, “22”, “23”, “24”, “25”, “26”, “27”, “28”, “29”, “30”, “31”, “32”, “33” and “35”, and respectfully refers all questions of law and fact contained therein to the Trial Court.

**THIRD:** Denies each and every allegation contained in the paragraphs of the Verified Complaint designated “5” except admits that Defendant NORTH SHORE FARMS TWO, LTD. is a corporation duly organized under the laws of the State of New York.

**FOURTH:** Denies each and every allegation contained in the paragraphs of the Verified Complaint designated “6” except admits that Defendant NORTH SHORE FARMS TWO, LTD. is a corporation duly organized and authorized under the laws of the State of New York.

**FIFTH:** Denies each and every allegation contained in the paragraphs of the Verified Complaint designated “7”, “8”, and “9”.

**SIXTH:** Denies any knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraphs of the Verified Complaint designated “13”, “14”, “15”, “16”, “17”, “18”, “19”, “20”, “21” and “34” and respectfully refers all questions of law to the Trial Court.

**AS AND FOR A FIRST SEPARATE AND COMPLETE AFFIRMATIVE DEFENSE**

That by entering into the activity in which plaintiff was engaged at the time of the occurrence set forth in the Complaint, said plaintiff knew the hazards thereof, the risks inherent thereto and had full knowledge of the dangers thereof; that whatever injuries and damages were sustained by plaintiff as alleged in the Complaint arose from and were caused by reason of such inherent risks voluntarily undertaken by the plaintiff in his/her activities and such risks were assumed and accepted by him/her in performing and engaging in said activities.

**AS AND FOR A SECOND SEPARATE AND COMPLETE AFFIRMATIVE DEFENSE**

That all the dangers and risks incident to the situation referred to in plaintiff’s Verified Complaint were open, obvious and apparent, and were known and assumed by plaintiff.

**AS AND FOR A THIRD SEPARATE AND COMPLETE AFFIRMATIVE DEFENSE**

That the plaintiff’s alleged damages representing the cost of medical care, dental care, custodial care or rehabilitation services, loss of earnings or other economic loss were or will, with reasonable certainty, be replaced or indemnified, in whole or in part, by or from a collateral source and this Court shall, pursuant to CPLR Section 4545, reduce the amount of such alleged damages by the amount such damages were or will be replaced or indemnified by such collateral source.

**AS AND FOR A FOURTH SEPARATE AND COMPLETE AFFIRMATIVE DEFENSE**

Answering defendant(s) responsibility for non-economic loss, if any, which is expressly denied herein, is less than 50% of any responsibility attributed to any tortfeasor, whether or not a party hereto, who is or may be responsible for the happening of plaintiff's alleged accident and, thus, such party is entitled to a limitation of damages as set forth in CPLR Article 16.

**AS AND FOR A FIFTH SEPARATE AND COMPLETE AFFIRMATIVE DEFENSE**

The injuries and damages allegedly sustained by plaintiff were caused in whole or in part by the culpable conduct of plaintiff, including negligence and assumption of risk, as a result of which the claim of plaintiff is therefore barred or diminished in the proportion that such culpable conduct of plaintiff bears to the total culpable conduct causing the alleged injuries and damages.

**AS AND FOR A SIXTH SEPARATE AND COMPLETE AFFIRMATIVE DEFENSE**

The Verified Complaint fails to state a cause of action upon which relief can be granted as to this party.

**AS AND FOR A SEVENTH SEPARATE AND COMPLETE AFFIRMATIVE DEFENSE**

Upon information and belief plaintiff(s) failed to mitigate damages.

**AS AND FOR AN EIGHTH SEPARATE AND COMPLETE AFFIRMATIVE DEFENSE**

That plaintiff's own actions were the sole proximate cause of any claimed injuries sustained by plaintiff.

**WHEREFORE**, this party demands judgment dismissing the action herein, together with costs and disbursements.

Dated: April 8, 2024  
Melville, New York

Yours, etc.

LAW OFFICE OF ERIC D. FELDMAN

By: 

JENNIFER M. BELK

Attorneys for Defendants

NORTH SHORE FARMS TWO, LTD

**Mailing Address:**<sup>1</sup>

P.O. Box 2903

Hartford, CT 06104-2903

(631) 501-3100

Matter No.: 2024036941JMB

TO:

CHERNYY & ASSOCIATES, P.C.

Attorneys for Plaintiff

ELAINE M. PAPPAS

1901 Emmons Avenue, Suite 201

Brooklyn, New York 11235

(718) 682-3939

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<sup>1</sup> **Office Address:** 2 Corporate Center Drive, Suite 300, Melville, NY 11747

STATE OF NEW YORK     )  
  )ss:  
COUNTY OF SUFFOLK    )

**ATTORNEY’S VERIFICATION**

The undersigned, an attorney duly admitted to practice law in the Courts of the State of New York, states as follows:

Affirmant is associated with the **LAW OFFICE OF ERIC D. FELDMAN**, the attorneys for the defendant(s), NORTH SHORE FARMS TWO, LTD, and has read the foregoing Answer, and knows the contents thereof and that the same is true to the best of affirmant’s knowledge, except as to those matters therein stated to be alleged upon information and belief and as to those matters affirmant believes to be true.

That the reason this verification is made by affirmant and not by the defendant(s) is because the defendant(s) is/are not within Suffolk County where the attorney maintains his/her office; and that the source of affirmant’s knowledge and the grounds of belief as to those matters therein stated to be alleged upon information and belief are correspondence and investigations which have been made concerning the subject matter in this action and which are in the possession of the said attorneys.

The undersigned affirms that the foregoing statements are true, under the penalties of perjury.

DATED: April 8, 2024  
Melville, NY

  
\_\_\_\_\_  
JENNIFER M. BELK

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