

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

PANTHERS CAPITAL, LLC

Plaintiff

-against-

FRUIT STREET HEALTH INC and LAURENCE  
NATHANIEL GIRARD,

Defendants.

FRUIT STREET HEALTH INC and LAURENCE  
NATHANIEL GIRARD,

Third-Party Plaintiffs,

-against-

PANTHERS CAPITAL, LLC, BENJAMIN  
ISAACOV, and the JOHN DOE AND JANE DOE  
INVESTORS,

Third-Party Defendants

:  
: Index No. 656880/2021  
:  
: **THIRD PARTY SUMMONS**

TO: Benjamin Isaacov  
157 Church Street  
New Haven, CT 06510

YOU ARE HEREBY SUMMONED to answer the complaint in this action, and to serve a copy of  
your reply on the Defendants-Counterclaimants' attorneys within 20 days after service of this  
summons, exclusive of the day of service (or within 30 days after the service is complete if this

summons is not personally delivered to you within the State of New York). If you fail to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Date: December 28, 2021

Respectfully submitted,  
**WHITE & WILLIAMS LLP**



---

Shane R. Heskin  
7 Times Square, Suite 2900  
New York, New York 10036  
(215) 864-6329  
[heskins@whiteandwilliams.com](mailto:heskins@whiteandwilliams.com)  
*Attorneys for Defendants/Third Party  
Plaintiffs*

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

\_\_\_\_\_  
PANTHERS CAPITAL, LLC

Plaintiff  
-against-

FRUIT STREET HEALTH INC and LAURENCE  
NATHANIEL GIRARD,

Defendants.

:  
: Index No. 656880/2021  
:  
: **VERIFIED ANSWER TO**  
: **COMPLAINT, AFFIRMATIVE**  
: **DEFENSES AND**  
: **COUNTERCLAIM**

\_\_\_\_\_  
FRUIT STREET HEALTH INC and LAURENCE  
NATHANIEL GIRARD,

Counterclaim Plaintiffs,

-against-

PANTHERS CAPITAL, LLC, BENJAMIN  
ISAACOV, and the JOHN DOE AND JANE DOE  
INVESTORS,

Counterclaim Defendants

Defendants Fruit Street Health, Inc., (“Fruit Street”), and Laurence N. Girard (“Girard”) (collectively, “Defendants”), by and through their attorneys White and Williams LLP, hereby answer the complaint filed in the Supreme Court of the State of New York, County of New York (NYSCEF 1), as follows:

1. Defendants lack sufficient knowledge or information to form a belief as to the truth of the allegations contained in paragraph 1.

2. Defendants admit that Fruit Street is a company organized under the laws of the State of New York.

3. Defendants admit that Girard is a resident of New York.

4. Denied as stated. Defendants admit that on or about August 12, 2021, Plaintiffs and Fruit Street entered into an agreement titled “Secured Purchase Agreement” (the “Agreement”). The remaining allegations contained in paragraph 4 constitute legal conclusions to which no response is required. To the extent a response is required, Defendants deny those allegations. Moreover, to the extent the allegations attempt to misconstrue the contents of the Agreement, Defendants refer the Court to the Agreement, which speaks for itself.

5. Denied. The allegations contained in paragraph 5 constitute legal conclusions to which no response is required. To the extent a response is required, Defendants deny those allegations. Moreover, to the extent the allegations attempt to misconstrue the contents of the Agreement, Defendants refer the Court to the Agreement, which speaks for itself.

6. Denied as stated. The allegations contained in paragraph 6 constitute legal conclusions to which no response is required. To the extent a response is required, Defendants deny those allegations. Moreover, to the extent the allegations attempt to misconstrue the contents of the Agreement, Defendants refer the Court to the Agreement, which speaks for itself.

7. Denied as stated. The allegations contained in paragraph 7 constitute legal conclusions to which no response is required. To the extent a response is required, Defendants deny those allegations. Moreover, to the extent the allegations attempt to misconstrue the contents of the Agreement, Defendants refer the Court to the Agreement, which speaks for itself.

8. Denied as stated. The allegations contained in paragraph 8 constitute legal conclusions to which no response is required. To the extent a response is required, Defendants

deny those allegations. Moreover, to the extent the allegations attempt to misconstrue the contents of the Agreement, Defendants refer the Court to the Agreement, which speaks for itself.

**AS AND FOR A FIRST CAUSE OF ACTION**

9. Denied. The allegations contained in paragraph 9 constitute legal conclusions to which no response is required. To the extent a response is required, Defendants deny those allegations. Moreover, to the extent the allegations attempt to misconstrue the contents of the Agreement, Defendants refer the Court to the Agreement, which speaks for itself.

10. Denied. The allegations contained in paragraph 10 constitute legal conclusions to which to no response is required. To the extent a response is required, Defendants deny those allegations. Moreover, to the extent the allegations attempt to misconstrue the contents of the Agreement, Defendants refer the Court to the Agreement, which speaks for itself.

11. Denied. The allegations contained in paragraph 11 constitute legal conclusions to which to no response is required. To the extent a response is required, Defendants deny those allegations. Moreover, to the extent the allegations attempt to misconstrue the contents of the Agreement, Defendants refer the Court to the Agreement, which speaks for itself.

12. Denied. The allegations contained in paragraph 12 constitute legal conclusions to which to no response is required. To the extent a response is required, Defendants deny those allegations. Moreover, to the extent the allegations attempt to misconstrue the contents of the Agreement, Defendants refer the Court to the Agreement, which speaks for itself.

**AS TO THE SECOND CAUSE OF ACTION**

13. Denied. The allegations contained in paragraph 13 constitute legal conclusions to which no response is required. To the extent a response is required, Defendants deny those

# Explore Litigation Insights

Docket Alarm provides insights to develop a more informed litigation strategy and the peace of mind of knowing you're on top of things.

## Real-Time Litigation Alerts



Keep your litigation team up-to-date with **real-time alerts** and advanced team management tools built for the enterprise, all while greatly reducing PACER spend.

Our comprehensive service means we can handle Federal, State, and Administrative courts across the country.

## Advanced Docket Research



With over 230 million records, Docket Alarm's cloud-native docket research platform finds what other services can't. Coverage includes Federal, State, plus PTAB, TTAB, ITC and NLRB decisions, all in one place.

Identify arguments that have been successful in the past with full text, pinpoint searching. Link to case law cited within any court document via Fastcase.

## Analytics At Your Fingertips



Learn what happened the last time a particular judge, opposing counsel or company faced cases similar to yours.

Advanced out-of-the-box PTAB and TTAB analytics are always at your fingertips.

## API

Docket Alarm offers a powerful API (application programming interface) to developers that want to integrate case filings into their apps.

## LAW FIRMS

Build custom dashboards for your attorneys and clients with live data direct from the court.

Automate many repetitive legal tasks like conflict checks, document management, and marketing.

## FINANCIAL INSTITUTIONS

Litigation and bankruptcy checks for companies and debtors.

## E-DISCOVERY AND LEGAL VENDORS

Sync your system to PACER to automate legal marketing.