

Exhibit D

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS-----X
RAMON RAFAEL CASTILLO and
CHRISTINA GARCIA-RODRIGUEZ CASTILLO,

Plaintiffs,

-against-

661F REALTY, LLC. and BIG APPLE DESIGNERS, INC.,

Defendants
-----X

Index No.: 709963/2016

**RESPONSE TO
PLAINTIFF'S
COMBINED
DISCOVERY
DEMANDS**

Defendant, BIG APPLE DESIGNERS, INC., by its attorneys, GIALLEONARDO,
FRANKINI, HARMS & PIERET, make the following statement in response to the demand
therefore:

Upon information and belief:

1. Scottsdale Insurance Company, Scottsdale, Arizona, under
Commercial General liability policy no.: NCS0000682 insured the above named
Defendant with policy limits of \$1 million/\$2 million

Excess Coverage:

Scottsdale Insurance Company, Scottsdale, Arizona, under
Excess liability policy no.: NXS 0002098 insured the above named Defendant with
policy limits of \$5 million

2. **WITNESSES:**
No witnesses known to defendant at this time other than those names listed on any
police report and the parties to this action.
3. **EXPERT WITNESSES:** To be provided upon our retainer of same.
4. **PHOTOGRAPHS:** None.
5. **WRITTEN ACCIDENT REPORTS PREPARED IN THE REGULAR
COURSE OF BUSINESS:** None.
6. **STATEMENT OF ADVERSE PARTY:** None.

7. **SURVEILLANCE:** None to date.
8. **CONTRACTS, WORK ORDERS, ETC.:** A copy of the contract is annexed herewith. Other documents demanded have been requested and a supplemental response will be sent upon receipt of same.

The Defendant reserves the right to furnish Plaintiffs with any additional relevant information, within a reasonable time prior to Trial, of which they it does not have present knowledge, but which it may acquire subsequent to the date of this response.

Dated: Mineola, New York
January 24, 2017

Yours, etc.,

**GIALLEONARDO, FRANKINI, HARMS &
PIERET, ESQS.**

By: 

RUSSELL M. PLOTKIN, ESQ.

Attorneys for Defendants
330 Old Country Road
Suite 200
Mineola, New York 11501
(516) 493-4500
File No.: 16-025199-07A

TO: WILLIAM SCHWITZER & ASSOCIATES, P.C.
Attorneys for Plaintiffs
820 2nd Avenue
New York, New York 10016
(212) 685-7800

CLARK & FOX
Attorneys for Defendant
661F REALTY INC.
405 Fifth Avenue, 3rd Floor
New York, New York 10018

**STANDARD FORM OF AGREEMENT
BETWEEN
OWNER AND GENERAL CONTRACTOR**

AGREEMENT

Made as of the 21 Day of January In the year of 2015

BETWEEN Owner: 661F Realty LLC

And the Contractor: Big Apple Designers Inc/ Blustone Contracting LLC

WHEREAS the Owner and General contractor are desirous of entering into a business arrangements directly or indirectly for the construction at the location of 661 Flushing Avenue, Brooklyn, NY

The owner and the contractor agree as set forth below:

ARTICLE 1.0

INDEMNIFICATION

- 1.1 To the fullest extent permitted by law, the contractor shall indemnify and hold harmless the Owners and managers and employee of either of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the contractors and Subcontractor's Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), including loss of use resulting therefrom, cause in whole or in part by negligent acts or omissions of the contractor or Subcontractor, the Subcontractor's Sub-subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described above.
- 1.2 In claims against any person or entity indemnified under this agreement by an employee of the contractor or Subcontractor, the Subcontractor's Sub-subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this agreement shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the contractor or Subcontractor or the Subcontractor's Sub-subcontractors under Workers' or Workmen's Compensation Acts or other employee benefit acts.
- 1.3 In claims against any person or entity indemnified under this agreement shall not extend to the liability of the Architect, the Architect's consultants, and agents and employees of any of them arising out of (1) the preparation or approval of maps, drawing, opinions, reports, surveys, Change Orders, designs, or specifications, or (2) the giving of or the failure to give directions or instruction by the Architect, the Architect's consultants, and agents and employees of any of them provided such giving or failure to give is the primary cause of the injury or damage.
- 1.4 Contractor waives all rights against Owner, officers, directors and employees for recovery of damages that shall be covered by his Commercial General Liability, Umbrella liability, business auto liability or workers compensation and employers liability maintained per insurance requirements stated in this agreement.

**ARTICLE 2.0
INSURANCE REQUIREMENTS**

- 2.1 The contractor shall purchase and maintain insurance of the following types of coverage and limits of liability:

Commercial General Liability --including Contractual Liability and employer's liability:

\$1,000,000 Each Occurrence
\$2,000,000 Aggregate on a PER PROJECT basis

Workers' Compensation and Employers Liability:

NYS statutory limits

Business Automobile;

\$1,000,000 CSL per Accident (if applicable)

Excess Liability:

\$4,000,000 Each Occurrence

\$4,000,000 General Aggregate

The Owner and manager are to be named as an additional insured on a primary basis to the contractor's Comprehensive General Liability policy using appropriate ISO forms that include Premises Operations Liability, Contractual Liability, Advertising and Personal Injury Liability, waiver of subrogation endorsement and additional insured for ongoing and Products/Completed Operations Liability, or by using a company specific endorsement that provide equivalent protection.

- 2.2 Coverage written on an occurrence basis shall be maintained without interruption from date of commencement of the contractor's work until expiration of the applicable statute of limitations relating to latent defect in construction of or improvement to real property of the state in which the work is performed.
- 2.3 Certificates of Insurance acceptable to the Owner and manager shall be filed with the owner prior to commencement of the contractor's work. The certificates and insurance policies required by Article 2 shall contain the language shown on the sample certificate enclosed, and contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the owner. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final application for payment as required.

Joel Kohn 1/21/15
Owner Name: _____ Date: _____
Signature: _____

Mashe Blum 1/21/2015
Contractor Name: _____ Date: _____
Signature: _____

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