

STATE OF NEW YORK
SUPREME COURT

COUNTY OF RENSSELAER

T.T.,

Plaintiff,

**ANSWER AND AFFIRMATIVE
DEFENSES**

-against-

Index No.: EF2021-269598

Hon. L. Michael Mackey, J.S.C.

HOOSIC VALLEY CENTRAL SCHOOL DISTRICT,

Defendants.

ANSWER AND AFFIRMATIVE DEFENSES TO COMPLAINT

Defendant Hoosic Valley Central School District (“District”), by and through its attorneys, Girvin & Ferlazzo, P.C., as and for its Answer and Affirmative Defenses to Plaintiff’s August 9, 2021 Complaint in the above-referenced matter (“Complaint”), alleges the following upon information and belief:

1. Denies the allegations contained in paragraph “1” of the Complaint and leaves all questions of law to the Court.
2. Denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph “2” of the Complaint.
3. Admits that Hoosic Valley Central School District is a public school district in the State of New York located at 2 Pleasant Avenue, Schaghticoke, New York 12154 and that the District operates the Hoosic Valley Central School, denies knowledge or information sufficient to form a belief as to the remaining allegations contained in paragraph “3” of the Complaint, and leaves all questions of law to the Court.
4. Denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph “4” of the Complaint.

5. Denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph “5” of the Complaint and leaves all questions of law to the Court.

6. Denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph “6” of the Complaint and leaves all questions of law to the Court.

7. Denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph “7” of the Complaint and leaves all questions of law to the Court.

8. Denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph “8” of the Complaint and leaves all questions of law to the Court.

9. Denies the allegations contained in paragraph “9” of the Complaint and leaves all questions of law to the Court.

10. Denies the allegations contained in paragraph “10” of the Complaint and leaves all questions of law to the Court.

11. Denies the allegations contained in paragraph “11” of the Complaint and leaves all questions of law to the Court.

12. Denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph “12” of the Complaint and leaves all questions of law to the Court.

13. Denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph “13” of the Complaint and leaves all questions of law to the Court.

14. Denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph “14” of the Complaint and leaves all questions of law to the Court.

15. Denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph “15” of the Complaint and leaves all questions of law to the Court.

16. Denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph "16" of the Complaint.

17. Denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph "17" of the Complaint.

18. Denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph "18" of the Complaint.

19. Denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph "19" of the Complaint and leaves all questions of law to the Court.

20. Denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph "20" of the Complaint.

21. Denies the allegations contained in paragraph "21" of the Complaint.

22. Denies the allegations contained in paragraph "22" of the Complaint.

23. Denies the allegations contained in paragraph "23" of the Complaint.

24. Denies the allegations contained in paragraph "24" of the Complaint.

25. Denies the allegations contained in paragraph "25" of the Complaint.

26. Denies the allegations contained in paragraph "26" of the Complaint.

27. Denies the allegations contained in paragraph "27" of the Complaint.

28. Denies the allegations contained in paragraph "28" of the Complaint.

29. Denies the allegations contained in paragraph "29" of the Complaint.

30. Denies the allegations contained in paragraph "30" of the Complaint.

31. Denies the allegations contained in paragraph "31" of the Complaint, including all subparagraphs thereof.

32. Denies the allegations contained in paragraph "32" of the Complaint.

33. Denies the allegations contained in paragraph “33” of the Complaint.
34. Denies the allegations contained in paragraph “34” of the Complaint.
35. Denies the allegations contained in paragraph “35” of the Complaint.
36. Denies the allegations contained in paragraph “36” of the Complaint and leaves all questions of law to the Court.
37. The District incorporates by reference its responses to the allegations contained in paragraphs “1” through “36” of the Complaint as if fully set forth herein.
38. Denies the allegations contained in paragraph “38” of the Complaint.
39. Denies the allegations contained in paragraph “39” of the Complaint.
40. Denies the allegations contained in paragraph “40” of the Complaint.
41. Denies the allegations contained in paragraph “41” of the Complaint.
42. Denies the allegations contained in paragraph “42” of the Complaint.
43. Denies the allegations contained in paragraph “43” of the Complaint.
44. Denies the allegations contained in paragraph “44” of the Complaint.
45. Denies the allegations contained in paragraph “45” of the Complaint.
46. The jury demand clause of the Complaint does not contain an allegation. To the extent it does, Defendant denies knowledge or information sufficient to form a belief as to the allegations contained in the jury demand clause of the Complaint and leaves all questions of law to the Court.
47. Denies the WHEREFORE clause of the Complaint.
48. Denies any remaining allegations of the Complaint not specifically admitted herein.

AFFIRMATIVE AND OTHER DEFENSES

In further response to the Complaint, the District hereby asserts the following affirmative and other defenses, without conceding that it bears the burden of persuasion as to any of them except those deemed affirmative defenses by law, regardless of how such defenses are denominated herein. Nor does the District admit that the Plaintiff is relieved of his burden to prove each and every element of his claims and the damages, if any, to which he claims to be entitled. As for its defenses, the District reasserts and reincorporates as if fully set forth herein its responses above to the Complaint.

AS AND FOR A FIRST AFFIRMATIVE DEFENSE

49. Some or all of Plaintiff's claims fail to state causes of action upon which relief can be granted.

AS AND FOR A SECOND AFFIRMATIVE DEFENSE

50. Some or all of Plaintiff's claims are barred by the applicable statute of limitations.

AS AND FOR A THIRD AFFIRMATIVE DEFENSE

51. Some or all of Plaintiff's claims are barred by the doctrines of laches, waiver and/or estoppel.

AS AND FOR A FOURTH AFFIRMATIVE DEFENSE

52. Some or all of Plaintiff's claims are barred by Plaintiff's failure to comply with the provisions of Section 3813 of the New York Education Law.

AS AND FOR A FIFTH AFFIRMATIVE DEFENSE

53. Any injuries suffered by Plaintiff were caused by the superseding and intervening acts, fault, omissions, negligence, or other culpable conduct of others over whom the District had

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