

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ERIE

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This Document Relates To: :
TROY SHANE SMITH and ALLYSON JANE SMITH, :
Plaintiff(s), :
- against - :
84 LUMBER COMPANY; et al., :
Defendants. :
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: Index No.: 814633/2023
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:
: **VERIFIED ANSWER**

Defendant CANVAS MW, LLC, formerly known as The Marley-Wylain Company, LLC, incorrectly sued as WEIL McLAIN, a division of Marley Wylain Company (hereinafter “Canvas MW”), by its attorneys, Leader Berkon Colao & Silverstein LLP, hereby acknowledges receipt and answers Plaintiffs’ Verified Complaint (“Complaint”), upon information and belief, as follows:

THE PARTIES

1. Canvas MW denies knowledge and information sufficient to form a belief as to the truth of the allegations contained in paragraphs “1” through “3” of the Complaint and refers all questions of law to this honorable Court.
2. Canvas MW denies the allegations contained in paragraphs “4” and “5” of the Complaint to the extent that such allegations are directed towards Canvas MW and refers all questions of law to this honorable Court. Canvas MW admits that it did conduct business in this state from time to time; however, Canvas MW denies that such business is in any way related to the allegations contained these paragraphs.
3. Canvas MW denies knowledge or information sufficient to form a belief as to the allegations contained in paragraphs “4” and “5” of the Complaint to the extent that such allegations relate to other parties and refers all questions of law to this honorable Court.



4. Canvas MW denies knowledge and information to form a belief as to the truth of the allegations contained in paragraphs “6”, “7”, “8”, “9”, “10”, “11”, “12”, “13”, “14”, “15”, “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”, “59”, “60”, and “61” of the Complaint and refers all questions of law to this honorable Court.

5. Canvas MW denies the allegations contained in paragraph “58” of the Complaint and refers all questions of law to this honorable Court. Canvas MW admits that it did conduct business in this state from time to time; however, Canvas MW denies that such business is in any way related to the allegations contained this paragraph.

6. Canvas MW denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraphs “62”, “63”, “64”, “65”, “66”, “67”, “68”, and “69” of the Complaint to the extent that such allegations relate to other parties and refers all questions of law to this honorable Court.

7. Canvas MW denies the allegations contained in paragraph “62” of the Complaint to the extent that such allegations are directed towards Canvas MW and refers all questions of law to this honorable Court. Canvas MW admits that it did conduct business in this state from time to time; however, Canvas MW denies that such business is in any way related to the allegations contained this paragraph.

8. Canvas MW denies the allegations contained in paragraphs “63”, “64”, “65”, “66”, “67”, “68”, and “69” of the Complaint to the extent that such allegations are directed towards Canvas MW and refers all questions of law to this honorable Court.

**AS TO THE FIRST CAUSE OF ACTION
SOUNDING IN NEGLIGENCE**

9. Canvas MW repeats and reiterates each and every response hereinbefore made with the same force and effect as though the same were set forth at length herein in response to paragraph “70” of the Complaint.

10. Canvas MW denies the allegations contained in paragraphs “71” through “78” of the Complaint to the extent that such allegations are directed towards Canvas MW and refers all questions of law to this honorable Court.

11. Canvas MW denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraphs “71” through “78” of the Complaint to the extent that such allegations relate to other parties and refers all questions of law to this honorable Court.

**AS TO THE SECOND CAUSE OF ACTION
SOUNDING IN BREACH OF WARRANTY**

12. Canvas MW repeats and reiterates each and every response hereinbefore made with the same force and effect as though the same were set forth at length herein in response to paragraph “79” of the Complaint.

13. Canvas MW denies the allegations contained in paragraphs “80” through “83” of the Complaint to the extent that such allegations are directed towards Canvas MW and refers all questions of law to this honorable Court.

14. Canvas MW denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraphs “80” through “83” of the Complaint to the extent that such allegations relate to other parties and refers all questions of law to this honorable Court.

**AS TO THE THIRD CAUSE OF ACTION
SOUNDING IN STRICT LIABILITY**

15. Canvas MW repeats and reiterates each and every response hereinbefore made with the same force and effect as though the same were set forth at length herein in response to paragraph “84” of the Complaint.

16. Canvas MW denies the allegations contained in paragraphs “85” through “93” of the Complaint to the extent that such allegations are directed towards Canvas MW and refers all questions of law to this honorable Court.

17. Canvas MW denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraphs “85” through “93” of the Complaint to the extent that such allegations relate to other parties and refers all questions of law to this honorable Court.

**AS TO THE FOURTH CAUSE OF ACTION
[FOR] LABOR LAW VIOLATIONS**

18. Canvas MW repeats and reiterates each and every response hereinbefore made with the same force and effect as though the same were set forth at length herein in response to paragraph “94” of the Complaint.

19. Canvas MW denies the allegations contained in paragraphs “95” through “112” of the Complaint to the extent that such allegations are directed towards Canvas MW and refers all questions of law to this honorable Court.

20. Canvas MW denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraphs “95” through “112” of the Complaint to the extent that such allegations relate to other parties and refers all questions of law to this honorable Court.

**AS TO THE FIFTH CAUSE OF ACTION
AGAINST DEFENDANT METROPOLITAN LIFE INSURANCE COMPANY**

21. Canvas MW repeats and reiterates each and every response hereinbefore made with the same force and effect as though the same were set forth at length herein in response to paragraph “113” of the Complaint.

22. Canvas MW denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraphs “114” through “120” of the Complaint, as they relate to another defendant, and refers all questions of law to this honorable Court. Insofar as the allegations contained in these paragraphs are directed to Canvas MW, they are denied.

**AS TO THE SIXTH CAUSE OF ACTION
SOUNDING IN CONSPIRACY AND
COLLECTIVE LIABILITY/CONCERT OF ACTION**

23. Canvas MW repeats and reiterates each and every response hereinbefore made with the same force and effect as though the same were set forth at length herein in response to paragraph “121” of the Complaint.

24. Canvas MW denies the allegations contained in paragraphs “122” through “136” of the Complaint to the extent that such allegations are directed towards Canvas MW and refers all questions of law to this honorable Court.

25. Canvas MW denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraphs “122” through “136” of the Complaint to the extent that such allegations relate to other parties and refers all questions of law to this honorable Court.

**AS TO THE SEVENTH CAUSE OF ACTION
AGAINST DEFENDANT CONTRACTORS**

26. Canvas MW repeats and reiterates each and every response hereinbefore made with the same force and effect as though the same were set forth at length herein in response to paragraph “137” of the Complaint.

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