

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF ERIE

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This Document Relates To: :

: Index No.: 814633/2023

TROY SHANE SMITH and ALLYSON JANE SMITH, :

Plaintiff(s), :

: **VERIFIED ANSWER**

- against - :

84 LUMBER COMPANY, et al., :

Defendants. :

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Defendant HONEYWELL INTERNATIONAL INC., f/k/a AlliedSignal, Inc., as successor-in-interest to The Bendix Corporation, sued herein as HONEYWELL INTERNATIONAL, INC., Individually and f/k/a AlliedSignal, Inc., and as Successor-in-Interest to The Bendix Corp. (“Honeywell”), by its attorneys, Harris Beach PLLC, for its Verified Answer to Plaintiffs’ Complaint (“Complaint”), states upon information and belief as follows:

**THE PARTIES**

1. Honeywell 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. Honeywell denies the allegations contained in paragraphs “4” and “5” of the Complaint insofar as they are directed to Honeywell and refers all questions of law to this honorable Court. Honeywell admits that it did conduct business in this state from time to time; however, Honeywell denies that such business is in any way related to the allegations contained these paragraphs.

3. Honeywell 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. Honeywell 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”, “40”, “41”, “42”, “43”, “44”, “45”, “46”, “47”, “48”, “49”, “50”, “51”, “52”, “53”, “54”, “55”, “56”, “57”, “58”, “59”, “60”, and “61” of the Complaint and refers all questions of law to this honorable Court.

5. Honeywell denies the allegations contained in paragraph “39” of the Complaint and refers all questions of law to this honorable Court. Honeywell admits that it did conduct business in this state from time to time; however, Honeywell denies that such business is in any way related to the allegations contained this paragraph.

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

8. Honeywell 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 Honeywell and refers all questions of law to this honorable Court.

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

9. Honeywell 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. Honeywell denies the allegations contained in paragraphs "71" through "78" of the Complaint to the extent that such allegations are directed towards Honeywell and refers all questions of law to this honorable Court.

11. Honeywell 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. Honeywell 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. Honeywell denies the allegations contained in paragraphs "80" through "83" of the Complaint to the extent that such allegations are directed towards Honeywell and refers all questions of law to this honorable Court.

14. Honeywell 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. Honeywell 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. Honeywell denies the allegations contained in paragraphs "85" through "93" of the Complaint to the extent that such allegations are directed towards Honeywell and refers all questions of law to this honorable Court.

17. Honeywell 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. Honeywell 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. Honeywell denies the allegations contained in paragraphs "95" through "112" of the Complaint to the extent that such allegations are directed towards Honeywell and refers all questions of law to this honorable Court.

20. Honeywell 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. Honeywell 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. Honeywell 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 Honeywell, they are denied.

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

23. Honeywell 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. Honeywell denies the allegations contained in paragraphs "122" through "136" of the Complaint to the extent that such allegations are directed towards Honeywell and refers all questions of law to this honorable Court.

25. Honeywell 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.

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