

**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,

Index No.: 814633/2023

Plaintiff(s),

**DEFENDANT
INTERNATIONAL PAPER
COMPANY'S ANSWER TO
VERIFIED COMPLAINT**

-against-

84 LUMBER COMPANY, et al.,

Defendants.
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Defendant INTERNATIONAL PAPER COMPANY, sued herein Individually and incorrectly as INTERNATIONAL PAPER COMPANY f/k/a Hammermill Paper Co and incorrectly as Successor to US Plywood, (hereinafter "INTERNATIONAL PAPER" or "Defendant") by its attorneys, Forman Watkins & Krutz LLP answers Plaintiff's Verified Complaint (hereinafter "Complaint") as follows:

THE PARTIES

FIRST: Defendant denies knowledge or information sufficient to form a belief as to the allegations contained in Paragraphs 1 and 2 of the Complaint. INTERNATIONAL PAPER denies that Plaintiff was injured or damaged at all by reason of any act or omission by it or its agents.

SECOND: Paragraphs 3 through 4 of the Complaint contain no allegations and requires no response from INTERNATIONAL PAPER. To the extent a response is deemed necessary, INTERNATIONAL PAPER has insufficient information at this time to respond to the allegations contained in Paragraphs 3 through 4 of Plaintiff's Complaint, and accordingly denies same.

THIRD: Defendant denies the allegations in Paragraph 5 of the Complaint. INTERNATIONAL PAPER COMPANY denies that Plaintiff was injured or damaged at all by reason of any act or omission by it or its agents.

FOURTH: The allegations contained in Paragraphs 6 through 41 of the Complaint are directed at individuals or entities other than INTERNATIONAL PAPER, and therefore, no response is required. To the extent that a response is required, INTERNATIONAL PAPER lacks sufficient information to admit or deny the allegations set forth in Paragraphs 6 through 41 of the Complaint and therefore, denies same.

FIFTH: INTERNATIONAL PAPER COMPANY admits that it was and still is a duly organized domestic corporation doing business in New York. Defendant denies the remaining allegations in Paragraph 42 of the Complaint. INTERNATIONAL PAPER denies that Plaintiff was injured or damaged at all by reason of any act or omission by it or its agents.

SIXTH: The allegations contained in Paragraphs 43 through 61 of the Complaint are directed at individuals or entities other than INTERNATIONAL PAPER, and therefore, no response is required. To the extent that a response is required, INTERNATIONAL PAPER lacks sufficient information to admit or deny the allegations set forth in Paragraphs 43 through 61 of the Complaint and therefore, denies same.

SEVENTH: Defendant denies the allegations in Paragraphs 62 through 69 of the Complaint. INTERNATIONAL PAPER COMPANY denies that Plaintiff was injured or damaged at all by reason of any act or omission by it or its agents.

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

EIGHTH: Defendant repeats and re-alleges its previous denials and defenses contained in its Answer to the Complaint as well as all denials and defenses set forth hereafter, as if fully set forth herein.

NINTH: Defendant denies the allegations in Paragraphs 71 through 78 of the Complaint, including all subparagraphs thereof. INTERNATIONAL PAPER COMPANY denies that Plaintiff was injured or damaged at all by reason of any act or omission by it or its agents.

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

TENTH: Defendant repeats and re-alleges its previous denials and defenses contained in its Answer to the Complaint as well as all denials and defenses set forth hereafter, as if fully set forth herein.

ELEVENTH: Defendant denies the allegations in Paragraphs 80 through 83 of the Complaint. INTERNATIONAL PAPER COMPANY denies that Plaintiff was injured or damaged at all by reason of any act or omission by it or its agents.

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

TWELFTH: Defendant repeats and re-alleges its previous denials and defenses contained in its Answer to the Complaint as well as all denials and defenses set forth hereafter, as if fully set forth herein.

THIRTEENTH: Defendant denies the allegations in Paragraphs 85 through 93 of the Complaint. INTERNATIONAL PAPER COMPANY denies that Plaintiff was injured or damaged at all by reason of any act or omission by it or its agents.

**ANSWER TO THE FOURTH CAUSE OF ACTION
LABOR LAW VIOLATIONS**

FOURTEENTH: Defendant repeats and re-alleges its previous denials and defenses contained in its Answer to the Complaint as well as all denials and defenses set forth hereafter, as if fully set forth herein.

FIFTEENTH: The allegations contained in Paragraphs 95 through 112 of the Complaint, including all subparagraphs thereof, are directed at individuals or entities other than INTERNATIONAL PAPER COMPANY, and therefore, no response is required. To the extent that a response is required, INTERNATIONAL PAPER COMPANY denies the allegations contained in Paragraphs 95 through 112 of the Complaint, including all subparagraphs therein, for lack of sufficient information to form a belief therein.

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

SIXTEENTH: Defendant repeats and re-alleges its previous denials and defenses contained in its Answer to the Complaint as well as all denials and defenses set forth hereafter, as if fully set forth herein.

SEVENTEENTH: The allegations contained in Paragraphs 114 through 120 of the Complaint are directed at individuals or entities other than INTERNATIONAL PAPER COMPANY, and therefore, no response is required. To the extent that a response is required, INTERNATIONAL PAPER COMPANY denies the allegations contained in Paragraphs 114 through 120 of the Complaint for lack of sufficient information to form a belief therein.

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

EIGHTEENTH: Defendant repeats and re-alleges its previous denials and defenses contained in its Answer to the Complaint as well as all denials and defenses set forth hereafter, as if fully set forth herein.

NINETEENTH: Defendant denies the allegations in Paragraphs 122 through 136 of the Complaint, including all subparagraphs thereof. INTERNATIONAL PAPER COMPANY denies that Plaintiff was injured or damaged at all by reason of any act or omission by it or its agents.

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

TWENTIETH: Defendant repeats and re-alleges its previous denials and defenses contained in its Answer to the Complaint as well as all denials and defenses set forth hereafter, as if fully set forth herein.

TWENTY-FIRST: The allegations contained in Paragraphs 138 through 150 of the Complaint are directed at individuals or entities other than INTERNATIONAL PAPER COMPANY, and therefore, no response is required. To the extent that a response is required, INTERNATIONAL PAPER COMPANY denies the allegations contained in Paragraphs 138 through 150 of the Complaint for lack of sufficient information to form a belief therein.

**ANSWER TO THE EIGHTH CAUSE OF ACTION FOR
PREMISES LIABILITY AGAINST CERTAIN DEFENDANTS**

TWENTY-SECOND: Defendant repeats and re-alleges its previous denials and defenses contained in its Answer to the Complaint as well as all denials and defenses set forth hereafter, as if fully set forth herein.

TWENTY-THIRD: The allegations contained in Paragraphs 152 through 162 of the Complaint appear to be directed at individuals or entities other than INTERNATIONAL PAPER COMPANY, and therefore, no response is required. To the extent that a response is required, INTERNATIONAL PAPER COMPANY denies the allegations contained in Paragraphs 152 through 162 of the Complaint for lack of sufficient information to form a belief therein.

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