

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ERIE

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THIS DOCUMENT RELATES TO:

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TROY SHANE SMITH and
ALLYSON JANE SMITH,

Index No.: 814633/2023

Plaintiffs,

-against-

84 LUMBER COMPANY, et al.,

Defendants.

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**VERIFIED ANSWER AND DEFENSES OF METROPOLITAN LIFE INSURANCE COMPANY
TO PLAINTIFFS' VERIFIED COMPLAINT AND TO CROSS-CLAIMS OF ANY
AND ALL OTHER DEFENDANTS AND THIRD-PARTY DEFENDANTS;
AND CROSS-CLAIMS OF METROPOLITAN LIFE INSURANCE COMPANY**

Comes now Metropolitan Life Insurance Company (“Metropolitan Life”), one of the Defendants in the above-styled and numbered cause, by and through counsel, and answers the Plaintiffs’ Verified Complaint (“Complaint”) and each and every Cross-Claim filed hereafter by any other Defendant or Third-Party Defendant as follows:

1. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 1 of the Complaint.
2. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 2 of the Complaint.
3. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 3 of the Complaint.
4. To the extent paragraph 4 of the Complaint requires a response, Metropolitan Life acknowledges that plaintiff purports to define the term “Defendants” as described in that paragraph and

otherwise denies the allegations contained in paragraph 4 of the Complaint.

5. Metropolitan Life refers all questions of law to the Court, and denies the allegations contained in paragraph 5 of the Complaint insofar as the allegations are directed against Metropolitan Life. Metropolitan Life is otherwise without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 5 of the Complaint.

6. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraphs 6 through 45 of the Complaint.

7. Metropolitan Life denies the allegations contained in paragraph 46 of the Complaint, and avers that it is a life insurance company incorporated under the laws of the State of New York.

8. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraphs 47 through 61 of the Complaint.

9. Metropolitan Life refers all questions of law to the Court, and denies the allegations contained in paragraph 62 of the Complaint insofar as the allegations are directed against Metropolitan Life. Metropolitan Life is otherwise without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 62 of the Complaint.

10. Metropolitan Life denies the allegations contained in paragraph 63 of the Complaint insofar as the allegations are directed against Metropolitan Life. Metropolitan Life is otherwise without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 63 of the Complaint.

11. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 64 of the Complaint.

12. Metropolitan Life denies the allegations contained in paragraph 65 of the Complaint insofar as the allegations are directed against Metropolitan Life. Metropolitan Life is otherwise without

knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 65 of the Complaint.

13. Metropolitan Life denies the allegations contained in paragraph 66 of the Complaint insofar as the allegations are directed against Metropolitan Life. Metropolitan Life is otherwise without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 66 of the Complaint.

14. Metropolitan Life denies the allegations contained in paragraph 67 of the Complaint insofar as the allegations are directed against Metropolitan Life. Metropolitan Life is otherwise without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 67 of the Complaint.

15. Metropolitan Life denies the allegations contained in paragraph 68 of the Complaint insofar as the allegations are directed against Metropolitan Life. Metropolitan Life is otherwise without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 68 of the Complaint.

16. Metropolitan Life refers all questions of law to the Court, and denies the allegations contained in paragraph 69 of the Complaint insofar as the allegations are directed against Metropolitan Life. Metropolitan Life is otherwise without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 69 of the Complaint.

AS TO THE FIRST CAUSE OF ACTION

17. Metropolitan Life reasserts and incorporates by reference its responses to paragraphs 1 through 69 of the Complaint, inclusive, as though fully set forth herein in response to paragraph 70 of the Complaint.

18. Metropolitan Life refers all questions of law to the Court, and denies the allegations

contained in paragraph 71 of the Complaint insofar as the allegations are directed against Metropolitan Life. Metropolitan Life is otherwise without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 71 of the Complaint.

19. Metropolitan Life denies the allegations contained in paragraph 72 of the Complaint insofar as the allegations are directed against Metropolitan Life. Metropolitan Life is otherwise without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 72 of the Complaint.

20. Metropolitan Life denies the allegations contained in paragraph 73 of the Complaint insofar as the allegations are directed against Metropolitan Life. Metropolitan Life is otherwise without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 73 of the Complaint.

21. Metropolitan Life denies the allegations contained in paragraph 74 of the Complaint insofar as the allegations are directed against Metropolitan Life. Metropolitan Life is otherwise without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 74 of the Complaint.

22. Metropolitan Life refers all questions of law to the Court; to the extent the allegations contained in paragraph 75 of the Complaint, including all subparts, are deemed allegations of fact, Metropolitan Life denies them insofar as they are directed against Metropolitan Life. Metropolitan Life is otherwise without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 75 of the Complaint, including all subparts.

23. Metropolitan Life refers all questions of law to the Court, and denies the allegations contained in paragraph 76 of the Complaint insofar as the allegations are directed against Metropolitan Life. Metropolitan Life is otherwise without knowledge or information sufficient to form a belief as to

the truth of the allegations contained in paragraph 76 of the Complaint.

24. Metropolitan Life refers all questions of law to the Court, and denies the allegations contained in paragraph 77 of the Complaint insofar as the allegations are directed against Metropolitan Life. Metropolitan Life is otherwise without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 77 of the Complaint.

25. Metropolitan Life refers all questions of law to the Court, and denies the allegations contained in paragraph 78 of the Complaint insofar as the allegations are directed against Metropolitan Life. Metropolitan Life is otherwise without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 78 of the Complaint.

AS TO THE SECOND CAUSE OF ACTION

26. Metropolitan Life reasserts and incorporates by reference its responses to paragraphs 1 through 78 of the Complaint, inclusive, as though fully set forth herein in response to paragraph 79 of the Complaint.

27. Metropolitan Life refers all questions of law to the Court, and denies the allegations contained in paragraph 80 of the Complaint insofar as the allegations are directed against Metropolitan Life. Metropolitan Life is otherwise without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 80 of the Complaint.

28. Metropolitan Life refers all questions of law to the Court, and denies the allegations contained in paragraph 81 of the Complaint insofar as the allegations are directed against Metropolitan Life. Metropolitan Life is otherwise without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 81 of the Complaint.

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