

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

DENNIS KILKENNY and
PATRICIA KILKENNY,

Plaintiffs,

-against-

AII ACQUISITION, LLC, et al.,

Defendants.

**VERIFIED ANSWER OF
DEFENDANT TO PLAINTIFFS'
VERIFIED COMPLAINT**

Index No. 190011-2024

Defendant, Paramount Global, f/k/a ViacomCBS Inc., f/k/a CBS Corporation, a Delaware corporation, f/k/a Viacom Inc., successor by merger to CBS Corporation, a Pennsylvania corporation, f/k/a Westinghouse Electric Corporation, (hereinafter "Westinghouse") by its attorneys Tanenbaum Keale LLP, answers the Verified Complaint (hereinafter "Complaint") of Plaintiffs ("Plaintiff" herein referred to singularly or plurally, living or deceased, possessively and/or in any such capacity as may apply), and says:

1. Westinghouse denies knowledge and information sufficient to form a belief with respect to the truth of the allegations contained in Paragraph 1 of the Complaint.

2. Defendant admits that as Westinghouse it had conducted business in the State of New York. The remaining allegations in Paragraph 2 of the Complaint are so broad, vague, and ambiguous that Westinghouse cannot reasonably respond to the same. Westinghouse therefore denies these allegations.

3. Westinghouse denies the allegations contained in Paragraph 3 of the Complaint insofar as the allegations pertain to Westinghouse or to any product manufactured, sold, or distributed by Westinghouse.

4. The allegations contained in paragraph 4 of the Complaint call for a legal conclusion and Westinghouse refers all conclusions of law to the Court. To the extent that these allegations hold Westinghouse liable of wrongful conduct, Westinghouse denies the same.

5. Westinghouse denies the allegations contained in Paragraph 5 of the Complaint insofar as the allegations pertain to Westinghouse or to any product manufactured, sold, or distributed by Westinghouse.

6. Westinghouse denies the allegations contained in Paragraph 6 of the Complaint insofar as the allegations pertain to Westinghouse or to any product manufactured, sold, or distributed by Westinghouse.

7. Westinghouse denies the allegations contained in Paragraph 7 of the Complaint insofar as the allegations pertain to Westinghouse or to any product manufactured, sold, or distributed by Westinghouse.

8. Westinghouse denies knowledge and information sufficient to form a belief with respect to the truth of the allegations contained in Paragraph 8 of the Complaint.

9. The allegations contained in Paragraph 9 of the Complaint call for a legal conclusion and Westinghouse refers all conclusions of law to the Court. To the extent that these allegations hold Westinghouse liable of wrongful conduct, Westinghouse denies the same.

RESPONSE TO THE FIRST CAUSE OF ACTION

Westinghouse repeats and reiterates each and every answer to each and every allegation contained in Paragraphs “1” through “9”, with the same force and effects as if hereinafter set forth at length.

10. Westinghouse denies knowledge and information sufficient to form a belief with respect to the truth of the allegations contained in Paragraph 10 of the Complaint.

11. The allegations in Paragraph 11 of the Complaint are so broad, vague, and 10therefore denies these allegations.

12. The allegations in Paragraph 12 of the Complaint are so broad, vague, and ambiguous that Westinghouse cannot reasonably respond to the same. Westinghouse therefore denies these allegations. .

13. The allegations in Paragraph 13 of the Complaint are so broad, vague, and ambiguous that Westinghouse cannot reasonably respond to the same. Westinghouse therefore denies these allegations.

14. The allegations in Paragraph 14 of the Complaint are so broad, vague, and ambiguous that Westinghouse cannot reasonably respond to the same. Westinghouse therefore denies these allegations. .

15. The allegations in Paragraph 15 of the Complaint are so broad, vague, and ambiguous that Westinghouse cannot reasonably respond to the same. Westinghouse therefore denies these allegations.

16. The allegations in Paragraph 16 of the Complaint are so broad, vague, and ambiguous that Westinghouse cannot reasonably respond to the same. Westinghouse therefore denies these allegations.

17. The allegations in Paragraph 17 of the Complaint, including subparagraphs (a) through (h), are so broad, vague, and ambiguous that Westinghouse cannot reasonably respond to the same. Westinghouse therefore denies these allegations

18. The allegations in Paragraph 18 of the Complaint are so broad, vague, and ambiguous that Westinghouse cannot reasonably respond to the same. Westinghouse therefore denies these allegations. Westinghouse further denies that it caused or contributed to the Plaintiff's alleged injuries, diseases, pain, suffering, anxiety, distress, trauma and anguish.

19. The allegations in Paragraph 19 of the Complaint are so broad, vague, and ambiguous that Westinghouse cannot reasonably respond to the same. Westinghouse therefore denies these allegations. Westinghouse further denies that it caused or contributed to the Plaintiff's alleged injuries and diseases.

20. The allegations in Paragraph 20 of the Complaint are so broad, vague, and ambiguous that Westinghouse cannot reasonably respond to the same. Westinghouse therefore denies these allegations. Westinghouse further denies that it caused or contributed to the Plaintiff's alleged impairments.

21. The allegations in Paragraph 21 of the Complaint are so broad, vague, and ambiguous that Westinghouse cannot reasonably respond to the same. Westinghouse therefore denies these allegations. Westinghouse further denies that it caused or contributed to the Plaintiff's alleged expenses.

22. The allegations in Paragraph 22 of the Complaint are so broad, vague, and ambiguous that Westinghouse cannot reasonably respond to the same. Westinghouse therefore denies these allegations. Westinghouse further denies that it caused or contributed to the Plaintiff's alleged diminished earning capacity.

23. The allegations in Paragraph 23 of the Complaint are so broad, vague, and ambiguous that Westinghouse cannot reasonably respond to the same. Westinghouse therefore denies these allegations.

24. The allegations in Paragraph 24 of the Complaint are so broad, vague, and ambiguous that Westinghouse cannot reasonably respond to the same. Westinghouse therefore denies these allegations.

25. The allegations in Paragraph 25 of the Complaint are so broad, vague, and ambiguous that Westinghouse cannot reasonably respond to the same. Westinghouse therefore denies these allegations.

26. The allegations in Paragraph 26 of the Complaint are so broad, vague, and ambiguous that Westinghouse cannot reasonably respond to the same. Westinghouse therefore denies these allegations.

27. Westinghouse denies the allegations contained in Paragraph 27 of the Complaint insofar as the allegations pertain to Westinghouse.

28. The allegations in Paragraph 28 of the Complaint are so broad, vague, and ambiguous that Westinghouse cannot reasonably respond to the same. Westinghouse therefore denies these allegations.

29. The allegations in Paragraph 29 of the Complaint are so broad, vague, and ambiguous that Westinghouse cannot reasonably respond to the same. Westinghouse therefore denies these allegations.

30. Westinghouse denies the allegations contained in Paragraph 30 of the Complaint insofar as the allegations pertain to Westinghouse.

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