

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

----- X
This Document Relates To: :

: Index No. 190011/2024

DENNIS KILKENNY and PATRICIA KILKENNY, :

Plaintiff(s), :

: **VERIFIED ANSWER**

- against - :

AII ACQUISITION, LLC, F/K/A AII
ACQUISITION CORP., F/K/A ATHLONE
INDUSTRIES, INC., F/K/A HOLLAND
FURNACE COMPANY; et al.,

Defendants. :

----- X

Defendant HONEYWELL INTERNATIONAL INC., f/k/a AlliedSignal, Inc., as
successor-in-interest to The Bendix Corporation, sued herein as HONEYWELL
INTERNATIONAL INC. Successor to: (F/K/A ALLIED SIGNAL) AS SUCCESSOR IN
INTEREST TO BENDIX CORPORATION (“Honeywell”), by its attorneys, Husch Blackwell
LLP, for its Verified Answer to Plaintiffs’ Complaint (“Complaint”), states upon information and
belief as follows:

COMPLAINT

1. Honeywell denies knowledge and information sufficient to form a belief as to the
truth of the allegations contained in paragraph “1” of the Complaint and refers all questions of law
to this honorable Court.

2. Honeywell denies the allegations contained in paragraph “2” 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 in this paragraph and
throughout the Complaint.

3. Honeywell denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph “2” 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 the allegations contained in paragraphs “3” through “9” of the Complaint insofar as they are directed to Honeywell and refers all questions of law to this honorable Court.

5. Honeywell denies knowledge or information sufficient to form a belief as to the allegations contained in paragraphs “3” through “9” 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 FIRST CAUSE OF ACTION

6. 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.

7. Honeywell denies the allegations contained in paragraphs “10” through “35” of the Complaint to the extent that such allegations are directed towards Honeywell and refers all questions of law to this honorable Court.

8. Honeywell denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraphs “10” through “35” of the Complaint to the extent that such allegations relate to other parties and refers all questions of law to this honorable Court.

9. Honeywell denies all claims for compensatory and punitive damages.

AS TO THE SECOND CAUSE OF ACTION

10. 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.

11. Honeywell denies the allegations contained in paragraphs “36” through “39” of the Complaint to the extent that such allegations are directed towards Honeywell and refers all questions of law to this honorable Court.

12. Honeywell denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraphs “36” through “39” of the Complaint to the extent that such allegations relate to other parties and refers all questions of law to this honorable Court.

13. Honeywell denies all claims for compensatory and punitive damages.

AS TO THE THIRD CAUSE OF ACTION

14. 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.

15. Honeywell denies the allegations contained in paragraphs “40” and “41” of the Complaint to the extent that such allegations are directed towards Honeywell and refers all questions of law to this honorable Court.

16. Honeywell denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraphs “40” and “41” of the Complaint to the extent that such allegations relate to other parties and refers all questions of law to this honorable Court.

17. Honeywell denies all claims for compensatory and punitive damages.

AS TO THE FOURTH CAUSE OF ACTION

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 “42” of the Complaint.

19. Honeywell denies the allegations contained in paragraphs “43” through “68” 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 “43” through “68” of the Complaint to the extent that such allegations relate to other parties and refers all questions of law to this honorable Court.

21. Honeywell denies all claims for compensatory and punitive damages.

AS TO THE FIFTH CAUSE OF ACTION

22. 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 “69” of the Complaint.

23. Honeywell denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraphs “70” through “82” of the Complaint, as they relate to other defendants, 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.

24. Honeywell denies all claims for compensatory and punitive damages.

AS TO THE SIXTH CAUSE OF ACTION

25. 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 “83” of the Complaint.

26. Honeywell denies the allegations contained in paragraphs “84” through “98” of the Complaint to the extent that such allegations are directed towards Honeywell and refers all questions of law to this honorable Court.

27. Honeywell denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraphs “84” through “98” of the Complaint to the extent that such allegations relate to other parties and refers all questions of law to this honorable Court.

28. Honeywell denies all claims for compensatory and punitive damages.

AS TO THE SEVENTH CAUSE OF ACTION

29. 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.

30. Honeywell denies the allegations contained in paragraph “99” of the Complaint to the extent that such allegations are directed towards Honeywell and refers all questions of law to this honorable Court.

31. Honeywell denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “99” of the Complaint to the extent that such allegations relate to other parties and refers all questions of law to this honorable Court.

32. Honeywell denies all claims for compensatory damages.

FIRST AFFIRMATIVE DEFENSE

The Complaint fails to state a cause of action.

SECOND AFFIRMATIVE DEFENSE

Plaintiff failed to properly serve Honeywell with the Summons and the Complaint and the Court lacks jurisdiction herein.

THIRD AFFIRMATIVE DEFENSE

The Court lacks personal jurisdiction over this answering Defendant.

FOURTH AFFIRMATIVE DEFENSE

This Court lacks jurisdiction over the subject matter of this action.

FIFTH AFFIRMATIVE DEFENSE

Plaintiffs’ claims are barred because the Complaint is defective as a matter of law.

SIXTH AFFIRMATIVE DEFENSE

Plaintiffs’ claims are barred by the applicable Statute of Limitations.

SEVENTH AFFIRMATIVE DEFENSE

The delay of the plaintiff in commencing suit is inexcusable and has resulted in prejudice to Honeywell, and the equitable doctrine of laches bars their claims.

EIGHTH AFFIRMATIVE DEFENSE

Explore Litigation Insights

Docket Alarm provides insights to develop a more informed litigation strategy and the peace of mind of knowing you're on top of things.

Real-Time Litigation Alerts



Keep your litigation team up-to-date with **real-time alerts** and advanced team management tools built for the enterprise, all while greatly reducing PACER spend.

Our comprehensive service means we can handle Federal, State, and Administrative courts across the country.

Advanced Docket Research



With over 230 million records, Docket Alarm's cloud-native docket research platform finds what other services can't. Coverage includes Federal, State, plus PTAB, TTAB, ITC and NLRB decisions, all in one place.

Identify arguments that have been successful in the past with full text, pinpoint searching. Link to case law cited within any court document via Fastcase.

Analytics At Your Fingertips



Learn what happened the last time a particular judge, opposing counsel or company faced cases similar to yours.

Advanced out-of-the-box PTAB and TTAB analytics are always at your fingertips.

API

Docket Alarm offers a powerful API (application programming interface) to developers that want to integrate case filings into their apps.

LAW FIRMS

Build custom dashboards for your attorneys and clients with live data direct from the court.

Automate many repetitive legal tasks like conflict checks, document management, and marketing.

FINANCIAL INSTITUTIONS

Litigation and bankruptcy checks for companies and debtors.

E-DISCOVERY AND LEGAL VENDORS

Sync your system to PACER to automate legal marketing.