

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

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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. :

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Defendant CANVAS MW, LLC, formerly known as The Marley-Wylain Company, LLC, incorrectly sued herein as CANVAS MW, LLC F/K/A THE MARLEY-WYLAIN COMPANY, LLC AND CANVAS SX, LLC, F/K/A SPX, LLC (“Canvas MW”), by its attorneys, Leader Berkon Colao & Silverstein LLP, hereby acknowledges receipt and answers Plaintiffs’ Verified Complaint (“Complaint”), upon information and belief, as follows:

COMPLAINT

1. Canvas MW 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. Canvas MW denies the allegations contained in paragraph “2” of the Complaint insofar as they are directed to Canvas MW and refers all questions of law to this honorable Court. Canvas MW admits that it did conduct business in this state from time to time; however, Canvas MW denies that such business is in any way related to the allegations contained these paragraphs.

3. Canvas MW 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. Canvas MW denies the allegations contained in paragraphs “3” through “9” of the Complaint to the extent they are directed towards Canvas MW and refers all questions of law to this honorable Court.

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

8. Canvas MW 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. Canvas MW denies all claims for compensatory and punitive damages.

AS TO THE SECOND CAUSE OF ACTION

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

12. Canvas MW 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. Canvas MW denies all claims for compensatory and punitive damages.

AS TO THE THIRD CAUSE OF ACTION

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

16. Canvas MW 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. Canvas MW denies all claims for compensatory and punitive damages.

AS TO THE FOURTH CAUSE OF ACTION

18. Canvas MW 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. Canvas MW denies the allegations contained in paragraphs “43” through “68” of the Complaint to the extent that such allegations are directed towards Canvas MW and refers all questions of law to this honorable Court.

20. Canvas MW 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. Canvas MW denies all claims for compensatory and punitive damages.

AS TO THE FIFTH CAUSE OF ACTION

22. Canvas MW 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. Canvas MW 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 Canvas MW, they are denied.

24. Canvas MW denies all claims for compensatory and punitive damages.

AS TO THE SIXTH CAUSE OF ACTION

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

27. Canvas MW 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. Canvas MW denies all claims for compensatory and punitive damages.

AS TO THE SEVENTH CAUSE OF ACTION

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

31. Canvas MW denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraphs “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. Canvas MW denies all claims for compensatory and punitive damages.

AS AND FOR A FIRST AFFIRMATIVE DEFENSE

1. The Complaint fails to state a cause of action upon which relief can be granted against Canvas MW.

AS AND FOR A SECOND AFFIRMATIVE DEFENSE

2. Plaintiffs’ claims are time barred by reason of the applicable statute(s) of limitations.

AS AND FOR A THIRD AFFIRMATIVE DEFENSE

3. Plaintiffs’ claims are barred by the operation of the doctrine of estoppel.

AS AND FOR A FOURTH AFFIRMATIVE DEFENSE

4. Plaintiff has waived all claims against Canvas MW.

AS AND FOR A FIFTH AFFIRMATIVE DEFENSE

5. This Court lacks both general and specific personal jurisdiction over Canvas MW. The answering defendant further objects to and denies an exercise of general jurisdiction over it, notwithstanding any Plaintiffs’ allegations in the complaint purporting to establish a basis for general jurisdiction (see, e.g., Daimler AG v. Bauman, 571 U.S. 117 (2014); BNSF Ry. Co. v. Tyrrell, 137 S.Ct. 1549 (2017); Bristol-Myers Squibb Co. v. Sup. Ct. of Cal., S.F. Cty, 137 S.Ct. 1773 (2017); cf., Gibson v. Air & Liquid Sys. Corp., 173 AD3d 519 [1st Dept., 2019]).

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