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Attorneys for Defendant, Sweet Grass Farm, LLC

<p>LAUREN KANAREK,</p> <p style="text-align: center;">Plaintiff,</p> <p>v.</p> <p>MICHAEL BARISONE, SWEET GRASS FARMS, LLC, RUTH COX, JOHN DOES 1-30; ABC Corporations 1-20</p> <p style="text-align: center;">Defendants.</p>	<p>SUPERIOR COURT OF NEW JERSEY LAW DIVISION MORRIS COUNTY</p> <p>DOCKET NO.: MRS-L-2250-19</p> <p style="text-align: center;">Civil Action</p> <p>DEFENDANT SWEET GRASS FARM, LLC'S ANSWER, AFFIRMATIVE DEFENSES, CROSS-CLAIMS, JURY DEMAND AND DESIGNATION OF TRIAL COUNSEL</p>
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Defendant Sweet Grass Farm, LLC ("Sweet Grass") hereby answers Plaintiff's Complaint as follows:

1. Admitted.
2. Sweet Grass is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 2 of the Complaint
3. Admitted.
4. Sweet Grass is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 4 of the Complaint.
5. Denied.
6. Denied.
7. Denied.
8. Sweet Grass is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 8 of the Complaint.

9. Denied.

10. Sweet Grass is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 10 of the Complaint.

11. Sweet Grass is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 11 of the Complaint.

COUNT ONE
(STRICT LIABILITY)

12. Sweet Grass hereby incorporates by reference its responses to each and every paragraph of the Complaint.

13. Denied as stated.

14. Denied.

15. Denied as stated.

16. Denied.

WHEREFORE, Defendant Sweet Grass denies any and all liability with regard to Plaintiff's claims, and respectfully requests that Plaintiff's claims against it be dismissed with prejudice and that Sweet Grass be awarded such general, further relief as justice may require.

COUNT TWO
(NEGLIGENCE)

17. Sweet Grass hereby incorporates by reference its responses to each and every paragraph of the Complaint.

18. Denied as stated.

19. Paragraph 19 states legal conclusions to which no response is required. To the extent a response is required, the allegations are denied.

20. Denied.

21. Denied.

22. Denied.

WHEREFORE, Defendant Sweet Grass denies any and all liability with regard to Plaintiff's claims, and respectfully requests that Plaintiff's claims against it be dismissed with prejudice and that Sweet Grass be awarded such general, further relief as justice may require.

COUNT THREE
(NEGLIGENCE AS TO BARISONE)

23. Sweet Grass hereby incorporates by reference its responses to each and every paragraph of the Complaint.

24. The allegations contained in this paragraph are directed against another Defendant. Moreover, the paragraph states legal conclusions to which no response is required. To the extent a response is required, the allegations are denied.

25. The allegations contained in this paragraph are directed against another Defendant. Moreover, the paragraph states legal conclusions to which no response is required. To the extent a response is required, the allegations are denied.

WHEREFORE, Defendant Sweet Grass denies any and all liability with regard to Plaintiff's claims, and respectfully requests that Plaintiff's claims against it be dismissed with prejudice and that Sweet Grass be awarded such general, further relief as justice may require.

COUNT FOUR
(ASSAULT AND BATTERY AS TO BARISONE)

26. Sweet Grass hereby incorporates by reference its responses to each and every paragraph of the Complaint.

27. The allegations contained in this paragraph are directed against another Defendant. Moreover, the paragraph states legal conclusions to which no response is required. To the extent a response is required, the allegations are denied.

28. The allegations contained in this paragraph are directed against another Defendant. Moreover, the paragraph states legal conclusions to which no response is required. To the extent a response is required, the allegations are denied.

WHEREFORE, Defendant Sweet Grass denies any and all liability with regard to Plaintiff's claims, and respectfully requests that Plaintiff's claims against it be dismissed with prejudice and that Sweet Grass be awarded such general, further relief as justice may require.

COUNT FIVE
(NEGLIGENCE AS TO DEFENDANT RUTH COX and JOHN DOES (11-20))

29. Sweet Grass hereby incorporates by reference its responses to each and every paragraph of the Complaint.

30. The allegations contained in this paragraph are directed against another Defendant. Moreover, Sweet Grass is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph of the Complaint. To the extent a response is required, the allegations are denied.

31. The allegations contained in this paragraph are directed against another Defendant. Moreover, Sweet Grass is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph of the Complaint. To the extent a response is required, the allegations are denied.

32. The allegations contained in this paragraph are directed against another Defendant. Moreover, Sweet Grass is without knowledge or information sufficient to form a belief as to the

truth of the allegations in this paragraph of the Complaint. To the extent a response is required, the allegations are denied.

33. The allegations contained in this paragraph are directed against another Defendant. Moreover, Sweet Grass is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph of the Complaint. To the extent a response is required, the allegations are denied.

WHEREFORE, Defendant Sweet Grass denies any and all liability with regard to Plaintiff's claims, and respectfully requests that Plaintiff's claims against it be dismissed with prejudice and that Sweet Grass be awarded such general, further relief as justice may require.

COUNT SIX
(NEGLIGENT INFLICTION OF EMOTION DISTRESS)

34. Sweet Grass hereby incorporates by reference its responses to each and every paragraph of the Complaint.

35. Denied.

36. Denied.

37. Denied.

38. Denied.

39. Denied.

WHEREFORE, Defendant Sweet Grass denies any and all liability with regard to Plaintiff's claims, and respectfully requests that Plaintiff's claims against it be dismissed with prejudice and that Sweet Grass be awarded such general, further relief as justice may require.

COUNT SEVEN
(INTENTIONAL INFLICTION OF EMOTION DISTRESS)

40. Sweet Grass hereby incorporates by reference its responses to each and every paragraph of the Complaint.

41. Denied.

42. Denied.

43. Denied.

44. Denied.

45. Denied.

46. Denied.

WHEREFORE, Defendant Sweet Grass denies any and all liability with regard to Plaintiff's claims, and respectfully requests that Plaintiff's claims against it be dismissed with prejudice and that Sweet Grass be awarded such general, further relief as justice may require.

COUNT EIGHT
(PUNITIVE DAMAGES)

47. Sweet Grass hereby incorporates by reference its responses to each and every paragraph of the Complaint.

48. Denied.

49. Denied.

WHEREFORE, Defendant Sweet Grass denies any and all liability with regard to Plaintiff's claims, and respectfully requests that Plaintiff's claims against it be dismissed with prejudice and that Sweet Grass be awarded such general, further relief as justice may require.

COUNT NINE

50. Sweet Grass hereby incorporates by reference its responses to each and every paragraph of the Complaint.

51. The allegations contained in this paragraph are directed against another Defendant. Moreover, Sweet Grass is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph of the Complaint.

52. The allegations contained in this paragraph are directed against another Defendant. Moreover, Sweet Grass is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph of the Complaint.

WHEREFORE, Defendant Sweet Grass denies any and all liability with regard to Plaintiff's claims, and respectfully requests that Plaintiff's claims against it be dismissed with prejudice and that Sweet Grass be awarded such general, further relief as justice may require.

SEPARATE AND AFFIRMATIVE DEFENSES

Discovery and investigation may reveal that one or more of the following additional defenses should be available to Sweet Grass in this matter. Sweet Grass accordingly preserves the right to assert these separate and additional defenses. Upon completion of discovery, if the facts warrant, Sweet Grass may withdraw any of these additional defenses as may be appropriate. Sweet Grass further reserves the right to amend its answer and defenses, and to assert additional defenses and other claims, as discovery proceeds.

Further answering, and by way of additional defense, Sweet Grass states as follows:

FIRST AFFIRMATIVE DEFENSE

The Complaint fails to state a cause of action against Sweet Grass upon which relief may be granted and Sweet Grass reserves the right to move at or before trial to dismiss same.

SECOND AFFIRMATIVE DEFENSE

At all times relevant hereto, Sweet Grass did not owe any duty to the Plaintiff as alleged.

THIRD AFFIRMATIVE DEFENSE

Plaintiff's claims are barred by the doctrines of estoppel, waiver and laches.

FOURTH AFFIRMATIVE DEFENSE

While denying all of the allegations of the Complaint regarding liability and damages allegedly sustained by Plaintiff, to the extent that Plaintiff may be able to prove any such damages, they were proximately caused by intervening and/or superseding acts, negligence, willful misconduct and/or fault of Plaintiff and/or other parties to this action and/or third persons over whom Sweet Grass had no control or right of control and for whose actions Sweet Grass is not liable.

FIFTH AFFIRMATIVE DEFENSE

While denying all of the allegations of the Complaint regarding liability and damages allegedly sustained by Plaintiff, to the extent Plaintiff may be able to prove any fault on the part of Sweet Grass, it was not the proximate cause of any of the damages at issue.

SIXTH AFFIRMATIVE DEFENSE

While denying all of the allegations of the Complaint regarding liability and damages allegedly sustained by Plaintiff, to the extent that Plaintiff may be able to prove any such damages, they are the sole and proximate result of intentional, willful and/or unlawful acts of third persons, the occurrence of which was not reasonably foreseeable to Sweet Grass.

SEVENTH AFFIRMATIVE DEFENSE

Plaintiff's damages, if any, occurred as the direct and proximate result of Plaintiff's intentional or wrongful acts and/or violation of applicable laws, rules, codes, statutes and/or regulations.

EIGHTH AFFIRMATIVE DEFENSE

While denying all of the allegations of the Complaint regarding liability and damages allegedly sustained by Plaintiff, to the extent that Plaintiff may be able to prove any such damages, Plaintiff's claims are barred by virtue of her failure to mitigate damages.

NINTH AFFIRMATIVE DEFENSE

Plaintiff's claims may be barred by the applicable statute of limitations.

TENTH AFFIRMATIVE DEFENSE

Each item of economic loss alleged by Plaintiff was, or with reasonable certainty will be, replaced or indemnified, in whole or in part, by collateral sources.

ELEVENTH AFFIRMATIVE DEFENSE

Plaintiff's damages were caused by Plaintiff's own negligence.

TWELFTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred, in whole or in part, by the Doctrine of Unclean Hands.

THIRTEENTH AFFIRMATIVE DEFENSE

The damages allegedly sustained by Plaintiff were not caused by the accident at issue in this litigation.

FOURTEENTH AFFIRMATIVE DEFENSE

Sweet Grass neither committed nor failed to commit any act that damaged Plaintiff.

FIFTEENTH AFFIRMATIVE DEFENSE

Plaintiff's damages shall be diminished or barred in accordance with the Comparative Negligence Act, N.J.S.A. 2A:15-5.1, et seq.

SIXTEENTH AFFIRMATIVE DEFENSE

Sweet Grass had no notice or knowledge of the condition alleged.

SEVENTEENTH AFFIRMATIVE DEFENSE

All claims for indemnification are barred by N.J.S.A. 2A:40A-1.

EIGHTEENTH AFFIRMATIVE DEFENSE

Sweet Grass asserts all rights, immunities and defenses available to it pursuant to N.J.S.A. 2A:42A-5.

NINETEENTH AFFIRMATIVE DEFENSE

Sweet Grass asserts all rights, immunities and defenses available to it pursuant to N.J.S.A. 5:3-30.

TWENTIETH AFFIRMATIVE DEFENSE

Sweet Grass asserts all rights, immunities and defenses available to it pursuant to N.J.S.A. 2A:42A-6.

TWENTY-FIRST AFFIRMATIVE DEFENSE

Sweet Grass asserts all rights, immunities and defenses available to it pursuant to N.J.S.A. 2A:62A-13.

TWENTY-SECOND AFFIRMATIVE DEFENSE

Plaintiff's claims are barred because Plaintiff failed to exercise reasonable and ordinary care, caution or vigilance.

TWENTY-THIRD AFFIRMATIVE DEFENSE

Plaintiff has failed to join necessary and/or indispensable parties needed for adjudication of this action and in whose absence relief cannot be granted.

TWENTY-FOURTH AFFIRMATIVE DEFENSE

Plaintiff was not lawfully on the premises at the time of the alleged incident.

Sweet Grass reserves the right to amend or supplement its answer to the Complaint and assert such additional affirmative defenses as may become apparent during the continuing course of discovery.

ANSWER TO CROSSCLAIMS

Sweet Grass, for their answer to all crossclaims asserted against it, responds as follows:

1. Defendant denies all cross claims, including but not limited to all crossclaims for contribution and indemnification, that have been or will be asserted against Defendant Sweet Grass.
2. Defendant incorporates all of their separate and affirmative defenses to the complaint as separate and affirmative defenses to all crossclaims that have been or will be asserted against Defendant Sweet Grass.

CROSSCLAIM FOR CONTRIBUTION

Defendant Sweet Grass hereby makes a claim for contribution pursuant to the Joint Tortfeasors Contribution Law, N.J.S.A. 2A:53-1 et seq., against all the Co-Defendants; in the alternative, Answering Defendant contends that in the event that proofs develop in discovery or at trial to establish a basis for liability on the part of any other Defendant, and such Defendant or

Defendants enter into a settlement agreement, in whole or in part with Plaintiffs, then Answering Defendant asserts a claim for credit reducing the amount of any judgment in favor of Plaintiff against Answering Defendant to reflect the degree of fault to the settling Defendant or Defendants pursuant to Young v. Latta, 123, N.J. 584 (1991).

CROSSCLAIM FOR INDEMNIFICATION

Without admitting any liability herein, Defendant Sweet Grass claims complete common law and contractual indemnification from all the Co-Defendants, on the grounds that their negligence was active, primary and directed, as compared to the negligence, if any, of the Answering Defendant, which was passive, vicarious and indirect.

WHEREFORE, Defendant Sweet Grass demands judgment against all of the Co-Defendants, for contribution and/or indemnification for any judgment which the Plaintiff may obtain against the Answering Defendant.

CROSSCLAIM FOR INDEMNIFICATION AS TO BARISONE

At all times relevant hereto, Michael Barisone, either individually or through his entity Michael Barisone Dressage Stables LLC were parties to a contract which calls for the contractual indemnification of Sweet Grass by Michael Barisone, either individually or through his entity Michael Barisone Dressage Stables LLC. While denying any and all liability to Plaintiff, if Plaintiff is successful in proving her case against Sweet Grass as a result of the acts or omissions of Michael Barisone, then, as a result of the Contract between Sweet Grass and Michael Barisone, either individually or through his entity Michael Barisone Dressage Stables LLC, then Sweet Grass asserts that it is entitled to be indemnified and saved harmless from all loss or liability, including

attorneys' fees and costs arising from the instant litigation, by Michael Barisone, either individually or through his entity Michael Barisone Dressage Stables LLC pursuant to express and implied contractual agreements.

REQUEST FOR ALLOCATION PURSUANT TO RULE 4:7-5(c)

If any Co-Defendant settles prior to Trial, Answering Defendant will seek an allocation of the percentage of negligence by the fact finder against the settling defendant(s). Defendant Sweet Grass will seek this allocation, whether or not we have formally filed a crossclaim against the settling defendant(s). Defendant Sweet Grass will rely upon the examination and cross-examination of Plaintiffs' expert witnesses and any and all other witnesses at the time of Trial, in support of this allocation. Young v. Latta, 123, N.J. 584(1991).

JURY DEMAND

Sweet Grass respectfully requests that a jury try the issues in this matter.

DESIGNATION OF TRIAL COUNSEL

Mark K. Silver is hereby designated as trial counsel in this matter.

COUGHLIN DUFFY LLP
Attorneys for Defendant
Sweet Grass Farm LLC

By: /s/ Mark K. Silver
Mark K. Silver, Esq.

CERTIFICATION PURSUANT TO RULE 4:5-1

Pursuant to Rule 4:5-1, I hereby certify that to the best of my knowledge and belief, the matter in controversy is not the subject of any other action pending in any Court and is likewise not the subject of any pending arbitration proceeding.

I further certify that I have no knowledge of any action or arbitration proceeding which is contemplated regarding the subject matter of this action. I further certify that I am not aware of any other parties who should be joined in this action.

COUGHLIN DUFFY LLP

*Attorneys for Defendant
Sweet Grass Farm LLC*

By: */s/ Mark K. Silver*
Mark K. Silver, Esq.

COUGHLIN DUFFY LLP

Mark K. Silver, Esq. (Attorney ID No. 019752000)
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Post Office Box 1917
Morristown, New Jersey 07962-1917
(973) 267-0058
*Attorneys for Defendant, Sweet Grass Farm, LLC,
improperly pled as Sweetgrass Farms, LLC*

<p>LAUREN KANAREK,</p> <p>Plaintiff,</p> <p>v.</p> <p>MICHAEL BARISONE, SWEETGRASS FARMS, LLC, RUTH COX, JOHN DOES 1-30, ABC CORPORATIONS 1-20,</p> <p>Defendants.</p>	<p>SUPERIOR COURT OF NEW JERSEY LAW DIVISION: MORRIS COUNTY DOCKET NO. MRS-L-2250-19</p> <p>Civil Action</p> <p>STIPULATION EXTENDING TIME TO ANSWER</p>
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It is hereby stipulated and agreed by and between Nagel Rice, LLP, attorneys for plaintiff, Lauren Kanarek and Coughlin Duffy LLP, attorneys for defendant, Sweet Grass Farm, LLC, improperly pled as Sweetgrass Farms, LLC ("Sweet Grass"), that the time for defendant, Sweet Grass to respond to Plaintiff's Complaint is hereby extended an additional twenty-one (21) days to February 28, 2020.

NAGEL RICE, LLP
Attorney for Plaintiff,
Lauren Kanarek

COUGHLIN DUFFY LLP
Attorney for Defendant,
*Sweet Grass Farm, LLC, improperly pled as
Sweetgrass Farms, LLC*



BRUCE H. NAGEL, ESQ.

Dated: *Andrew O'Connell*
2/27/20



MARK K. SILVER, ESQ.

Dated: *2/27/2020*

Civil Case Information Statement

Case Details: MORRIS | Civil Part Docket# L-002250-19

Case Caption: KANAREK LAUREN VS BARISONE
MICHAEL

Case Initiation Date: 10/18/2019

Attorney Name: MARK SILVER

Firm Name: COUGHLIN DUFFY, LLP

Address: 350 MT KEMBLE AVE PO BOX 1917

MORRISTOWN NJ 079621917

Phone: 9732670058

Name of Party: DEFENDANT : SWEETGRASS FARMS LLC

Name of Defendant's Primary Insurance Company

(if known): None

Case Type: PERSONAL INJURY

Document Type: Answer

Jury Demand: YES - 6 JURORS

Is this a professional malpractice case? NO

Related cases pending: NO

If yes, list docket numbers:

Do you anticipate adding any parties (arising out of same transaction or occurrence)? NO

Are sexual abuse claims alleged? NO

THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE

CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION

Do parties have a current, past, or recurrent relationship? NO

If yes, is that relationship:

Does the statute governing this case provide for payment of fees by the losing party? NO

Use this space to alert the court to any special case characteristics that may warrant individual management or accelerated disposition:

Do you or your client need any disability accommodations? NO

If yes, please identify the requested accommodation:

Will an interpreter be needed? NO

If yes, for what language:

Please check off each applicable category: Putative Class Action? NO **Title 59?** NO **Consumer Fraud?** NO

I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with *Rule 1:38-7(b)*

02/28/2020

Dated

/s/ MARK SILVER

Signed