

DOCKET NO. NNH-CV15-6053358-S : SUPERIOR COURT
AMY YAMAGUCHI : J.D. OF NEW HAVEN
V. : AT NEW HAVEN
AVIAD HACK, ET AL : APRIL 27, 2015

ANSWER & SPECIAL DEFENSES

COUNT ONE: ON BEHALF OF AMY YAMAGUCHI AS TO AVIAD HACK FOR PREMISES LIABILITY

1-2. The allegations contained in paragraphs 1 and 2 are admitted.

3. The allegation contained in paragraph 3, as written “as the plaintiff was asleep upstairs”, the Defendants have insufficient information or knowledge upon which to form a belief and leave the Plaintiff to her proof. The remainder of paragraph 3 is admitted.

4-8 As to the allegations contained in paragraphs 4 through 8, the undersigned Defendants have insufficient information or knowledge upon which to form a belief and leave the Plaintiff to her proof.

9. The allegations contained in paragraph 9 are denied.

10-15. The allegations contained in paragraphs 10 through 15, as written “As a direct and proximate result of the aforesaid negligence of Aviad Hack” is denied. The remainder of the paragraphs, the Defendants have insufficient information or knowledge upon which to form a belief and leave the Plaintiff to her proof.

COUNT TWO: ON BEHALF OF AMY YAMAGUCHI AS TO ELIEZER GREER FOR PREMISES LIABILITY

1-2. The allegations contained in paragraphs 1 and 2 are admitted.

3. The allegation contained in paragraph 3, as written “as the plaintiff was asleep upstairs”, the Defendants have insufficient information or knowledge upon which to form a belief and leave the Plaintiff to her proof. The remainder of paragraph 3 is admitted.

4-8 As to the allegations contained in paragraphs 4 through 8, the undersigned Defendants have insufficient information or knowledge upon which to form a belief and leave the Plaintiff to her proof.

9. The allegations contained in paragraph 9 are denied.

10-15. The allegations contained in paragraphs 10 through 15, as written “As a direct and proximate result of the aforesaid negligence of Eliezer Greer” is denied. The remainder of the paragraphs, the Defendants have insufficient information or knowledge upon which to form a belief and leave the Plaintiff to her proof.

COUNT PENDLETON PROPERTIES: ON BEHALF OF AMY YAMAGUCHI AS TO ELIEZER GREER FOR PREMISES LIABILITY

The allegations contained in Count Pendleton Properties are not directed against the undersigned defendants, and accordingly no response is made. Any allegations or inferences of negligence against the undersigned defendants are denied.

SPECIAL DEFENSES

If the plaintiff injured herself as alleged in her complaint, it was as a result of her own negligence, carelessness and recklessness, which was a substantial factor in causing her to fall. The plaintiff was negligent, careless or reckless in one or more of the following respects:

- a. In that although she knew or should have known of all of the conditions of which she complains, she did not act with due care in view of such knowledge;
- b. In that under the circumstances then and there prevailing, she did not exercise the care of a reasonably prudent person under the same or similar circumstances;
- c. In that she failed to use reasonable care for her own safety commensurate with the existing circumstances and conditions;
- d. In that she otherwise failed to make reasonable use of her faculties and senses so as to avoid injury.
- e. In that she was aware or should have been aware of the number and location of the smoke detectors in her unit and failed to make any complaint to the defendants regarding the same;
- f. In that she was aware or should have been aware of the condition of the smoke detectors in her unit and failed to notify the defendants of any damage or potentially damaging conditions regarding the smoke detectors in her unit as required under the terms of the lease;

g. In that she was aware or should have been aware of any damage or potentially damaging conditions regarding the property and failed to notify the defendants of the same as required under the terms of the lease;

h. In that she failed to make any repairs to or take care of the smoke detectors as required under the terms of the lease;

i. In that she failed to make any minor repairs to or take care of the property as required under the terms of the lease to repair any of the defects claiming in the Complaint;

j. In that she did not request permission to make any repairs to the smoke detectors as permitted under the terms of the lease;

k. In that she did not request permission to make any repairs to the property as permitted under the terms of the lease to repair any of the defects claimed in the Complaint;

l. In that she failed to notify the defendants of any of the defects to the property claimed in the Complaint;

m. In that she was aware or should have been aware of the number of viable exits from the building including doors and windows and failed to make any complaint to defendants

THE DEFENDANTS,
AVIAD HECK
ELIEZER GREER

By /s/430419

Jesalyn Cole, Esq.

**Law Offices of Meehan, Turret &
Rosenbaum**

101 Barnes Road, 3rd Floor

Wallingford, CT 06492

Tel. # 203-294-7800

Juris #

CERTIFICATION

This is to certify that all personal identifying information was redacted pursuant to *Practice Book Section 4-7*. This will further certify the foregoing was mailed via U.S. Mail, postage pre-paid or electronically delivered pursuant to *Practice Book Section 10-14* on this 27th day of April, 2015.

Attorney for Plaintiff

Louis M. Rubano, Esq.
Lynch, Traub, Keefe & Errante, P.C.
52 Trumbull Street
P.O. Box 1612
New Haven, CT 06510

/s/430419 _____

Jesalyn Cole
Commissioner of the Superior Court