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BATES, RICHARD L.

DEMOCRAT AND CHRONICLE, LLC
GANNETT NEW YORK NEWSPAPERS, INC.
GANNETT NEWS SERVICE, INC.
GANNETT CO., INC.
TEGNA INC.

Total Fees Paid: \$0.00

Employee:

State of New York

MONROE COUNTY CLERK'S OFFICE
WARNING – THIS SHEET CONSTITUTES THE CLERKS
ENDORSEMENT, REQUIRED BY SECTION 317-a(5) &
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ADAM J BELLO

MONROE COUNTY CLERK



STATE OF NEW YORK
SUPREME COURT COUNTY OF MONROE

RICHARD L. BATES,

Plaintiff,

v.

AMENDED ANSWER

DEMOCRAT AND CHRONICLE, LLC; GANNETT NEW YORK NEWSPAPERS, INC.; GANNETT NEWS SERVICE, INC.; GANNETT CO., INC.; AND TEGNA INC.,

INDEX NUMBER: E2019009790

Defendants.

The defendants, styled Democrat and Chronicle, LLC; Gannett New York Newspapers, Inc., Gannett News Service, Inc., Gannett Co., Inc., and TEGNA, Inc. (so styled and collectively, "Defendants"), by their attorneys, Harter Secrest & Emery LLP, as and for an Amended Answer to the Complaint of the plaintiff, Richard L. Bates, herein state the following:

1. Deny having knowledge and information sufficient to form a belief thereof as to each and every allegation contained in paragraphs "1", "2", "3", "10", "11", "18", "19", "20", "21", "22", "23", "24", "25", "26", "27", "28", "29", "30", "31", "32", "33", "34", "35", "36", "37", "38", "39", "42", and "43".
2. Deny the allegations contained in paragraphs "4", "5", "6", "7", "12", "16", "17", "40", and "41".
3. Admit the allegations of paragraph "8" to the extent that plaintiff's claims are alleged to arise under the Child Victims Act (CPLR 214-g, 22 NYCRR 202.72); but otherwise deny the remaining allegations contained in paragraph "8".

4. Unable to set forth an answer with respect to paragraphs "9", "13", "14", and "15" as they call for a legal conclusion. However, insofar as the defendants are required to answer, they deny the allegations set forth in paragraphs "9", "13", "14", and "15".

**AS AND FOR AN ANSWER
TO THE FIRST CAUSE OF ACTION**

5. As and for an answer to paragraph "44", the defendants repeat and reallege their answers to paragraphs "1" through "43" with the same force and effect as if fully set forth herein.

6. Deny having knowledge and information sufficient to form a belief thereof as to each and every allegation contained in paragraphs "45", "46", "47", "48", "49", "50", "51", "53", and "67".

7. Unable to set forth an answer with respect to paragraph "63" as it calls for a legal conclusion. However, insofar as the defendants are required to answer, they deny the allegations set forth in paragraph "63".

8. Deny the allegations contained in paragraphs "52", "54", "55", "56", "57", "58", "59", "60", "61", "62", "64", "65", "66", and "68".

**AS AND FOR A FIRST SEPARATE AND COMPLETE DEFENSE, DEFENDANTS
ALLEGE, UPON INFORMATION AND BELIEF:**

9. The plaintiff's complaint fails to state a cause of action.

**AS AND FOR A SECOND SEPARATE AND COMPLETE DEFENSE, DEFENDANTS
ALLEGE, UPON INFORMATION AND BELIEF:**

10. The plaintiff's action is barred by the applicable statute of limitation.

**AS AND FOR A THIRD SEPARATE AND COMPLETE DEFENSE, DEFENDANTS
ALLEGE, UPON INFORMATION AND BELIEF:**

11. The plaintiff's damages are barred by intervening/superseding causes.

AS AND FOR A FOURTH SEPARATE AND COMPLETE DEFENSE, DEFENDANTS ALLEGE, UPON INFORMATION AND BELIEF:

12. The plaintiff's injuries, if any, were caused in whole or in part by a person or persons who are not within the control of the defendants.

AS AND FOR A FIFTH SEPARATE AND COMPLETE DEFENSE, DEFENDANTS ALLEGE, UPON INFORMATION AND BELIEF:

13. In the event a verdict or decision is rendered in favor of plaintiff against the defendants, said defendants are entitled to limitations on liability as set forth in Article 16 of the CPLR.

AS AND FOR A SIXTH SEPARATE AND COMPLETE DEFENSE, DEFENDANTS ALLEGE, UPON INFORMATION AND BELIEF:

14. That pursuant to Section 4545 and other applicable sections of the CPLR, defendants are entitled to a setoff against the amount of any verdict of any monies collected from a collateral source of payment as set forth in said law.

AS AND FOR A SEVENTH SEPARATE AND COMPLETE DEFENSE, DEFENDANTS ALLEGE, UPON INFORMATION AND BELIEF:

15. That in the event there has been a settlement between the plaintiff and any joint tortfeasor, then defendants hereby plead and seek the full benefit of Section 15-108 of the General Obligations Law, that plaintiff claims against the defendants be reduced to the fullest extent permitted by Section 15-108 of the General Obligations Law.

AS AND FOR AN EIGHTH SEPARATE AND COMPLETE DEFENSE, DEFENDANTS ALLEGE, UPON INFORMATION AND BELIEF:

16. The plaintiff has failed to mitigate his damages.

AS AND FOR A NINTH SEPARATE AND COMPLETE DEFENSE, DEFENDANTS ALLEGE, UPON INFORMATION AND BELIEF:

17. The court does not have jurisdiction over the person(s) of the answering defendants.

AS AND FOR A TENTH SEPARATE AND COMPLETE DEFENSE, DEFENDANTS ALLEGE, UPON INFORMATION AND BELIEF:

18. The plaintiff's claim is barred by the doctrine of laches.

AS AND FOR AN ELEVENTH SEPARATE AND COMPLETE DEFENSE, DEFENDANTS ALLEGE, UPON INFORMATION AND BELIEF:

19. The plaintiff's exclusive remedy for his alleged injuries is limited to a claim under the Workers' Compensation Law.

WHEREFORE, the defendants demand judgment as follows:

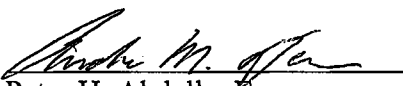
1. Dismissing the complaint herein; or
2. Determining the ultimate rights and responsibilities among the parties, including the culpable conduct of the plaintiff and that of any tortfeasor jointly liable and further demands that if plaintiff recover judgment against the answering defendants, the amount of damages be diminished in the proportion which the culpable conduct attributable to plaintiff bears to the culpable conduct which caused the damage;
3. Reducing plaintiff's recovery in the proportion to which the plaintiff's culpable conduct, assumption of risk and want of care bears to the culpable conduct which caused the plaintiff's damages;
4. Limiting plaintiff's recovery for non-economic loss against the defendants, styled Democrat and Chronicle, LLC, Gannett New York Newspapers, Inc., Gannett News Service, Inc., Gannett Co., Inc. and TEGNA INC., to the percentage of responsibility attributed to the defendants, styled Democrat and Chronicle, LLC, Gannett New York Newspapers, Inc., Gannett

News Service, Inc., Gannett Co., Inc. and TEGNA Inc., if that percentage is less than fifty-one (51%) percent; and

5. Such other and further relief as to this court may seem just, proper and equitable, together with the costs and disbursements of this action.

Dated: November 22, 2019

HARTER SECRET & EMERY LLP

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