

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ROCKLAND

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JOHN DOE, Infant,
By his Father and Legal Guardian, JOHN DOE 2,

Index No.: 030965/2014

Plaintiff,

-against-

ANSWER

CAMP DORA GOLDING, ALEXANDER GOLD, Individually
and collectively as Co-Owners, Directors, and Employees of
Camp Dora Golding; CHISDAI BEN-PORAT, Individually and
as Employee of Camp Dora Golding,

Defendants.

-----X
Defendants, CAMP DORA GOLDING and ALEXANDER GOLD, by and through their
attorneys, CATALANO, GALLARDO & PETROPOULOS, LLP, as and for their Answer to the
Amended Complaint, respectfully allege upon information and belief as follows:

1. Deny having knowledge or information sufficient to form a belief as to the allegations contained in paragraph "1" of the Amended Complaint except deny that the answering defendants are liable to the plaintiff for the damages alleged herein.
2. Deny having knowledge or information sufficient to form a belief as to the allegations contained in paragraphs "2", "3", "4", "7" and "9" of the Amended Complaint.
3. Deny having knowledge or information sufficient to form a belief as to the allegations contained in paragraph "8" of the Amended Complaint except admit that the Camp is an Orthodox residential summer camp for boys located in Monroe County, Pennsylvania.
4. Deny having knowledge or information sufficient to form a belief as to the allegations contained in paragraph "10" of the Amended Complaint except admit that the

campers that attend the sleep-away camp are under the age of eighteen and respectfully refer all questions of law to the Honorable Court.

5. Deny having knowledge or information sufficient to form a belief as to the allegations contained in paragraphs "11", "12" and "13" of the Amended Complaint.

6. Deny having knowledge or information sufficient to form a belief as to the allegations contained in paragraph "14" of the Amended Complaint and respectfully refer all questions of law to the Honorable Court.

7. Deny having knowledge or information sufficient to form a belief as to the allegations contained in paragraph "15" of the Amended Complaint.

8. Deny having knowledge or information sufficient to form a belief as to the allegations contained in paragraph "16" of the Amended Complaint except deny that the Camp allowed counselors to have leave from the Camp for a night to themselves to go out.

9. Deny having knowledge or information sufficient to form a belief as to the allegations contained in paragraphs "17" and "18" of the Amended Complaint.

10. Deny each and every allegation contained in paragraph "19" of the Amended Complaint in the form alleged.

11. Deny each and every allegation contained in paragraph "20" of the Amended Complaint.

12. Deny having knowledge or information sufficient to form a belief as to the allegations contained in paragraphs "21", "22", "23", "24", "25", "26", "27", "28", "29", "30", "31", "32", "33", "34" and "35" of the Amended Complaint.

13. Deny having knowledge or information sufficient to form a belief as to the allegations contained in paragraph "36" of the Amended Complaint except deny that a camper would have to wait until 9:00 am to report an incident to defendant Gold and/or other directors.

14. Deny having knowledge or information sufficient to form a belief as to the allegations contained in paragraph "37" of the Amended Complaint.

15. Deny each and every allegation contained in paragraph "38" of the Amended Complaint in the form alleged.

16. Deny having knowledge or information sufficient to form a belief as to the allegations contained in paragraphs "39" and "40" of the Amended Complaint.

17. Deny each and every allegation contained in paragraph "41" of the Amended Complaint in the form alleged.

18. Deny each and every allegation contained in paragraph "42" of the Amended Complaint in the form alleged except admit that on July 11, 2013 Gold called a camper's mother to inform her of an incident reported by the camper.

19. Deny having knowledge or information sufficient to form a belief as to the allegations contained in paragraph "43" of the Amended Complaint.

20. Deny each and every allegation contained in paragraphs "44" and "45" of the Amended Complaint in the form alleged.

21. Deny having knowledge or information sufficient to form a belief as to the allegations contained in paragraph "46" of the Amended Complaint.

22. Deny each and every allegation contained in paragraph "47" of the Amended Complaint except admit that plaintiff spoke to Gold and that Gold called child services and that child services did not go to the Camp to investigate the incidents involving Ben-Porat.

23. Deny having knowledge or information sufficient to form a belief as to the allegations contained in paragraph "48" of the Amended Complaint.

24. Deny each and every allegation contained in paragraph "49" of the Amended Complaint in the form alleged.

25. Deny each and every allegation contained in paragraph "50" of the Amended Complaint in the form alleged except admit that Ben Porat was arraigned on July 12, 2013.

26. Deny having knowledge or information sufficient to form a belief as to the allegations contained in paragraph "51" of the Amended Complaint.

27. Deny having knowledge or information sufficient to form a belief as to the allegations contained in paragraph "52" of the Amended Complaint.

28. Deny having knowledge or information sufficient to form a belief as to the allegations contained in paragraph "53" of the Amended Complaint.

29. Deny each and every allegation contained in paragraph "54" of the Amended Complaint.

30. Deny having knowledge or information sufficient to form a belief as to the allegations contained in paragraphs "55", "56", "57", "58" and "59" of the Amended Complaint.

31. Deny each and every allegation contained in paragraph "60" of the Amended Complaint in the form alleged.

32. Deny having knowledge or information sufficient to form a belief as to the allegations contained in paragraph "61" of the Amended Complaint.

33. Deny each and every allegation contained in paragraph "62" of the Amended Complaint.

34. Deny each and every allegation contained in paragraph "63" of the Amended Complaint in the form alleged.

35. Deny each and every allegation contained in paragraph "64" of the Amended Complaint in the form alleged and refer to the email in question for a full and contextual statement of its contents.

36. Deny each and every allegation contained in paragraph "65" of the Amended Complaint in the form alleged.

37. Deny having knowledge or information sufficient to form a belief as to the allegations contained in paragraphs "66", "67", "68" and "69" of the Amended Complaint.

38. Deny each and every allegation contained in paragraph "70" of the Amended Complaint in the form alleged.

39. Deny having knowledge or information sufficient to form a belief as to the allegations contained in paragraphs "71", "72", "73" and "74" of the Amended Complaint.

40. Deny each and every allegation contained in paragraph "75" of the Amended Complaint in the form alleged.

41. Deny having knowledge or information sufficient to form a belief as to the allegations contained in paragraphs "76", "77", "78", "79" and "80" of the Amended Complaint.

ANSWERING THE FIRST CAUSE OF ACTION AGAINST DEFENDANT BEN-PORAT

42. With respect to paragraph "81" of the Amended Complaint , answering defendants repeat, reiterate and reallege each and every denial heretofore made with respect to

paragraphs numbers "1" through "80" inclusive of the Amended Complaint with the same force and legal effects as if more fully set forth at length herein.

43. Deny having knowledge or information sufficient to form a belief as to the allegations contained in paragraphs "82", "83" and "84" of the Amended Complaint.

ANSWERING THE SECOND CAUSE OF ACTION AGAINST DEFENDANT BEN-PORAT

44. With respect to paragraph "85" of the Amended Complaint, answering defendants repeat, reiterate and reallege each and every denial heretofore made with respect to paragraphs numbers "1" through "84" inclusive of the Amended Complaint with the same force and legal effects as if more fully set forth at length herein.

45. Deny having knowledge or information sufficient to form a belief as to the allegations contained in paragraphs "86", "87", "88" and "89" of the Amended Complaint.

ANSWERING THE THIRD CAUSE OF ACTION FOR WRONGFUL DEATH AGAINST DEFENDANT

46. With respect to paragraph "90" of the Amended Complaint, answering defendants repeat, reiterate and reallege each and every denial heretofore made with respect to paragraphs numbers "1" through "89" inclusive of the Amended Complaint with the same force and legal effects as if more fully set forth at length herein.

47. Deny having knowledge or information sufficient to form a belief as to the allegations contained in paragraphs "91", "92" and "93" of the Amended Complaint.

**ANSWERING THE FOURTH CAUSE OF ACTION AGAINST DEFENDANTS CAMP
AND GOLD**

48. With respect to paragraph "94" of the Amended Complaint, answering defendants repeat, reiterate and reallege each and every denial heretofore made with respect to paragraphs numbers "1" through "93" inclusive of the Amended Complaint with the same force and legal effects as if more fully set forth at length herein.

49. Deny having knowledge or information sufficient to form a belief as to the allegations contained in paragraph "95" of the Amended Complaint and respectfully refer all questions of law to the Honorable Court.

50. Deny each and every allegation contained in paragraphs "96" and "97" of the Amended Complaint and respectfully refer all questions of law to the Honorable Court.

**ANSWERING THE FIFTH CAUSE OF ACTION AGAINST DEFENDANTS CAMP AND
GOLD**

51. With respect to paragraph "98" of the Amended Complaint, answering defendants repeat, reiterate and reallege each and every denial heretofore made with respect to paragraphs numbers "1" through "97" inclusive of the Amended Complaint with the same force and legal effects as if more fully set forth at length herein.

52. Deny having knowledge or information sufficient to form a belief as to the allegations contained in paragraph "99" of the Amended Complaint and respectfully refer all questions of law to the Honorable Court.

53. Deny each and every allegation contained in paragraph "100" of the Amended Complaint.

54. Deny each and every allegation contained in paragraph "101" of the Amended Complaint in the form alleged.

55. Deny each and every allegation contained in paragraphs "102", "103" and "104" of the Amended Complaint.

**ANSWERING THE SIXTH CAUSE OF ACTION AGAINST DEFENDANTS CAMP
AND GOLD**

56. With respect to paragraph "105" of the Amended Complaint, answering defendants repeat, reiterate and reallege each and every denial heretofore made with respect to paragraphs numbers "1" through "104" inclusive of the Amended Complaint with the same force and legal effects as if more fully set forth at length herein.

57. Deny each and every allegation contained in paragraphs "106", "107", "108", "109", "110", "111" and "112" of the Amended Complaint.

58. Deny each and every allegation contained in paragraph "113" of the Amended Complaint and respectfully refer all questions of law to the Honorable Court.

59. Deny each and every allegation contained in paragraphs "114", "115", "116", "117" and "118" of the Amended Complaint.

60. Deny having knowledge or information sufficient to form a belief as to the allegations contained in paragraph "119" of the Amended Complaint except admit that the Camp is not a member of the American Camp Association.

61. Deny each and every allegation contained in paragraphs "120", "121" and "122" of the Amended Complaint.

**ANSWERING THE SEVENTH CAUSE OF ACTION AGAINST DEFENDANTS
CAMP AND GOLD**

62. With respect to paragraph "123" of the Amended Complaint, answering defendants repeat, reiterate and reallege each and every denial heretofore made with respect to

paragraphs numbers "1" through "122" inclusive of the Amended Complaint with the same force and legal effects as if more fully set forth at length herein.

63. Deny each and every allegation contained in paragraph "124" and "125" of the Amended Complaint.

AS AND FOR A FIRST AFFIRMATIVE DEFENSE

64. If it should be found after trial that this answering defendant is liable to the plaintiff in the amount of 50% or less of the total liability assigned to all persons liable, the liability of these answering defendants to the plaintiff for non-economic loss shall not exceed these answering defendants' equitable share determined in accordance with the relative culpability of each person causing or contributing to the total liability for non-economic loss in accordance with Article 16 of the CPLR.

AS AND FOR A SECOND AFFIRMATIVE DEFENSE

65. Upon information and belief, any past or future costs or expenses incurred or to be incurred by the plaintiff for medical care, dental care, custodial care or rehabilitative services, loss of earnings or other economic loss, has been or will with reasonable certainty be replaced or indemnified in whole or in part from collateral source as defined in Section 4545(c) of the New York Civil Practice Law and Rules. If any damages are recoverable against said defendants, the amount of such damages shall be diminished by the amount of the funds which plaintiff has or shall receive from such collateral source.

AS AND FOR A FIRST CROSS-CLAIM AGAINST CHISDAI BEN-PORAT

66. That if any party sustained injuries and damages in the manner and at the time and place alleged in the plaintiff's complaint, and if it is found that these answering defendants are liable to any such party herein, all of which is specifically denied, then these defendants are

entitled to contractual and common law indemnification from and judgment over and against all other defendants herein, for all or part of any verdict or judgment that may be recovered together with costs and attorneys fees.

AS AND FOR A SECOND CROSS-CLAIM AGAINST CHISDAI BEN-PORAT

67. That if the defendant contributed in whole or in part to this occurrence, and if any recovery is had by any party against these answering defendants, these defendants demand contribution in whole or in part from the aforesaid parties as a result of its/their wrongful conduct.

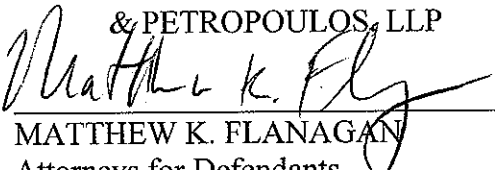
WHEREFORE, these answering defendants demand judgment dismissing the complaint herein, and/or granting judgment against the defendant, CHISDAI BEN-PORAT together with the costs and disbursements of this action.

Dated: Jericho, New York
May 5, 2014

Yours etc.,

CATALANO GALLARDO
& PETROPOULOS, LLP

By:


MATTHEW K. FLANAGAN
Attorneys for Defendants
CAMP DORA GOLDING
and ALEXANDER GOLD
100 Jericho Quadrangle, Suite 326
Jericho, New York 11753
(516) 931-1800
Our File No.: 20-1518

TO: CONDON & ASSOCIATES, PLLC
Brian Condon, Esq.
Attorneys for Plaintiff
55 Old Turnpike Road, Suite 502
Nanuet, New York 10954
(845) 627-8500

Chisdai Ben-Porat
c/o Monroe County Correctional Facility
4250 Manor Drive
Stroudsburg, Pennsylvania 18360-9415

AFFIDAVIT OF SERVICE

STATE OF NEW YORK)
) SS:
COUNTY OF NASSAU)

CHERYL VENCAK, being duly sworn, deposes and says that deponent is over 18 years of age, resides in West Islip, New York and deponent is not a party to the action.

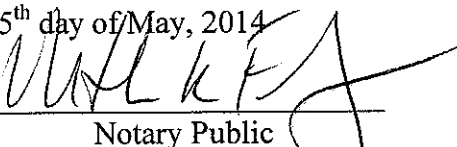
That on the 5th day of May 2014, deponent served the within **ANSWER** upon:

Chisdai Ben-Porat
c/o Monroe County Correctional Facility
4250 Manor Drive
Stroudsburg, Pennsylvania 18360-9415

the attorneys for the respective parties in this action, at the above addresses designated by said attorneys for that purpose by depositing same enclosed in a postpaid, properly addressed wrapper, to its last known place of business, in an official depository of the United States Postal Service in New York State.



CHERYL VENCAK

Sworn to before me this
5th day of May, 2014


Notary Public

MATTHEW K. FLANAGAN
Notary Public, State of New York
No. 02FL6170322
Qualified in Nassau County
Commission Expires July 9, 2015