

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER

YONKERS CONTRACTING COMPANY INC.

Index No.: 61442/2014

Plaintiff,

-against-

K.J.C. WATERPROOFING INC. and SUPERIOR
GUNITE, ZURICH AMERICAN INSURANCE
COMPANY, NICHOLSON CONSTRUCTION CO.,
NATIONAL WELDING AND FABRICATION.,
KENSEAL CONSTRUCTION, BARKER STEEL LLC,
STRUCTURE TECH NEW YORK INC., CITI
STRUCTURE LLC,

Defendants.

SUPERIOR GUNITE,

Third-Party Plaintiff,

-against-

J&E INDUSTRIES, LLC.,

Third-Party Defendant.

VERIFIED REPLY OF
DEFENDANT K.J.C., INC. TO
CROSS-CLAIM OF THIRD
PARTY DEFENDANT J&E
INDUSTRIES, LLC

Defendant, K.J.C. Inc., sued herein as K.J.C. Waterproofing, Inc. (hereinafter
“KJC”) by its attorneys, BahnMulter LLP, as and for its verified reply to the cross-claim
of third party defendant J&E Industries, LLC, alleges as follows:

1. Defendant KJC denies the allegations contained in paragraph “Twenty Ninth” of
the third party cross-complaint.

**AS AND FOR A FIRST CROSS-CLAIM AGAINST
THIRD PARTY DEFENDANT J&E INDUSTRIES, LLC
FOR COMMON LAW INDEMNIFICATION**

2. KJC repeats and realleges each of the allegations contained in paragraphs 1 with the same force and effect as if fully set forth herein.
3. If plaintiff and/or third party plaintiff was damaged as alleged in the Third-Party Complaint, it was due to the negligence, carelessness and recklessness of the third party defendant, J&E Industries, LLC.
4. Although KJC has denied plaintiff's and/or third party plaintiff's allegations with respect to any alleged wrongdoing and/or breach of contract on the part of KJC, nevertheless, if it is found that KJC is liable to the plaintiff and/or third party plaintiff herein, all of which is denied, KJC demands judgment over and against the third party defendant J&E Industries, LLC, and the indemnity is to be full and complete.

**AS AND FOR A SECOND CROSS-CLAIM AGAINST
THIRD PARTY DEFENDANT J&E INDUSTRIES, LLC FOR
CONTRIBUTION**

5. KJC repeats and realleges each of the allegations contained in paragraphs 1 through 35 with the same force and effect as if fully set forth herein.
6. Although KJC has denied plaintiff's allegations with respect to any alleged wrongdoing and/or breach of contract on the part of KJC, nevertheless, if it is found that KJC is liable to the plaintiff and/or third party plaintiff herein, all of which is denied, said KJC, on the basis of apportionment of responsibility for the alleged occurrence, is entitled to contribution from and judgment over and against the third

party defendant J&E Industries, LLC, for all or part of any verdict or judgment plaintiff Yonkers may recover against KJC.

WHEREFORE, KJC demands judgment as follows:

- A) Dismissing plaintiff's Complaint in its entirety together with the costs and disbursements of this action;
- B) In the event that the complaint is not dismissed, then common law indemnity against third party defendant J&E Industries, LLC with respect to the first cross-claim inclusive of costs and defense;
- C) In the event that common law indemnity is not granted, then contribution against third party defendant J&E Industries, LLC with respect to the second cross-claim in accordance with degrees of wrongdoing , together with the costs and disbursements of this action;
- D) Together with such other, further and different relief as this court deems proper in the premises

Dated: New York, NY
January 20, 2016

BAHN MULTER, LLP
Attorneys for
Defendant/Counterplaintiff KJC
Waterproofing, Inc.

/s/_____
By: Martin I. Gold, Esq.
555 Fifth Avenue, 14th fl.
New York, New York 10017
212-447-4700
917-886-9572 Direct

VERIFICATION

STATE OF NEW YORK
COUNTY OF NEW YORK

Martin I. Gold, an attorney duly admitted to practice law before the Courts of New York, affirms the following under the penalty of perjury:

I am the attorney for defendant K.J.C., Inc. sued herein as K.J.C. Waterproofing, Inc. I have read the Reply and cross-claims to the Answer of Third Party Defendant J&E Industries, LLC and know the contents thereof and the same is true upon information and belief, and as to those matters I believe it to be true. The source of my information are interviews with the clients and documents supplied to me by the clients and other parties to this action. This verification is made by me and not by defendant KJC because defendant does not reside in the same county where your affiant's office is located.

/s/
Martin I. Gold

Dated: NY,NY
January 20, 2016