

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

C.A. NO.: 2384CV01174

CHLOE CRELIA,)
Plaintiff)
)
v.)
)
BRIGHTON AMIGOS INC.)
d/b/a Los Amigos Taqueria)
Defendant)

**ANSWER OF DEFENDANT, BRIGHTON AMIGOS, INC., TO THE COMPLAINT OF
PLAINTIFF, CHLOE CRELIA, AND JURY DEMAND**

The Defendant, Brighton Amigos, Inc. (“Defendant” or “Los Amigos”), answers the separately numbered paragraphs of the Complaint as follows:

INTRODUCTION

1. Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in this Paragraph.
2. Defendant admits it is a corporation organized under the laws of Massachusetts with a principal place of business located at 366 Washington Street, Brighton, Massachusetts 02135. Defendant otherwise denies the allegations contained in this Paragraph where they state a legal conclusion.
3. Defendant denies the allegations contained in this Paragraph.
4. Defendant makes no answer to the allegations contained in this paragraph as they do not purport to state a claim against Defendant. To the extent that they do state a claim against Defendant, they are hereby expressly denied.

5. Defendant denies the allegations contained in this Paragraph.

6. Defendant denies the allegations contained in this Paragraph.

7. Defendant denies the allegations contained in this Paragraph.

8. Defendant denies the allegations contained in this Paragraph.

9. Defendant denies the allegations contained in this Paragraph.

10. Defendant makes no answer to the allegations contained in this paragraph as they do not purport to state a claim against Defendant. To the extent that they do state a claim against Defendant, they are hereby expressly denied.

11. Defendant makes no answer to the allegations contained in this paragraph as they do not purport to state a claim against Defendant. To the extent that they do state a claim against Defendant, they are hereby expressly denied.

12. Defendant makes no answer to the allegations contained in this paragraph as they do not purport to state a claim against Defendant. To the extent that they do state a claim against Defendant, they are hereby expressly denied.

13. Defendant makes no answer to the allegations contained in this paragraph as they do not purport to state a claim against Defendant. To the extent that they do state a claim against Defendant, they are hereby expressly denied.

14. Defendant makes no answer to the allegations contained in this paragraph as they do not purport to state a claim against Defendant. To the extent that they do state a claim against Defendant, they are hereby expressly denied.

15. Defendant makes no answer to the allegations contained in this paragraph as they do not purport to state a claim against Defendant. To the extent that they do state a claim against Defendant, they are hereby expressly denied.

16. Defendant makes no answer to the allegations contained in this paragraph as they do not purport to state a claim against Defendant. To the extent that they do state a claim against Defendant, they are hereby expressly denied.

17. Defendant makes no answer to the allegations contained in this paragraph as they do not purport to state a claim against Defendant. To the extent that they do state a claim against Defendant, they are hereby expressly denied.

18. Defendant denies the allegations contained in this Paragraph.

19. Defendant makes no answer to the allegations contained in this paragraph as they do not purport to state a claim against Defendant. To the extent that they do state a claim against Defendant, they are hereby expressly denied.

20. Defendant makes no answer to the allegations contained in this paragraph as they do not purport to state a claim against Defendant. To the extent that they do state a claim against Defendant, they are hereby expressly denied.

21. Defendant makes no answer to the allegations contained in this paragraph as they do not purport to state a claim against Defendant. To the extent that they do state a claim against Defendant, they are hereby expressly denied.

COUNT I: STRICT PRODUCT LIABILITY

(Chloe Crelia v. Brighton Amigos, Inc.)

22. Defendant's answers to paragraphs one (1) through twenty-one (21) are repeated, reasserted, and incorporated herein by reference.

23. Defendant denies the allegations contained in this Paragraph.

24. Defendant denies the allegations contained in this Paragraph.

25. Defendant denies the allegations contained in this Paragraph.

26. Defendant denies the allegations contained in this Paragraph.

27. Defendant denies the allegations contained in this Paragraph.

COUNT II: NEGLIGENCE

(Chloe Crelia v. Brighton Amigos, Inc.)

28. Defendant's answers to paragraphs one (1) through twenty-seven (27) are repeated, reasserted, and incorporated herein by reference.

29. Defendant denies the allegations contained in this Paragraph.

30. Defendant denies the allegations contained in this Paragraph.

31. Defendant denies the allegations contained in this Paragraph.

32. The allegations contained in this paragraph state a legal conclusion, to which no response is required. To the extent a response is required, the Defendant denies the allegations in this paragraph.

33. Defendant denies the allegations contained in this Paragraph (a-j).

34. Defendant denies the allegations contained in this Paragraph.

COUNT III; BREACH OF IMPLIED AND EXPRESS WARRANTIES

(Chloe Crelia v. Brighton Amigos, Inc.)

35. Defendant's answers to paragraphs one (1) through thirty-four (34) are repeated, reasserted, and incorporated herein by reference.

36. Defendant denies the allegations contained in this Paragraph.

37. Defendant denies the allegations contained in this Paragraph.

38. Defendant denies the allegations contained in this Paragraph.

39. Defendant denies the allegations contained in this Paragraph.

40. Defendant denies the allegations contained in this Paragraph.

41. Defendant denies the allegations contained in this Paragraph.

42. Defendant denies the allegations contained in this Paragraph.

43. Defendant denies the allegations contained in this Paragraph.

44. Defendant denies the allegations contained in this Paragraph.

DAMAGES

(Chloe Crelia v. Brighton Amigos, Inc.)

45. Defendant denies the allegations contained in this Paragraph (a-e).

46. Defendant denies the allegations contained in this Paragraph.

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

This court lacks jurisdiction over the person of the defendant and, therefore, the Complaint should be dismissed pursuant to Mass. R. Civ. P. 12(b)(2).

SECOND AFFIRMATIVE DEFENSE

The Complaint should be dismissed pursuant to Mass. R. Civ. P. 12(b)(4) for insufficiency of process.

THIRD AFFIRMATIVE DEFENSE

The Complaint should be dismissed pursuant to Mass. R. Civ. P. 12(b)(5) for insufficiency of service of process.

FOURTH AFFIRMATIVE DEFENSE

Plaintiff's Complaint is barred by waiver, estoppel, and laches.

FIFTH AFFIRMATIVE DEFENSE

This action is barred by operation of the applicable statute of limitations.

SIXTH AFFIRMATIVE DEFENSE

Defendant states that no action or omission by Defendant was the proximate cause of damages allegedly sustained by Plaintiff.

SEVENTH AFFIRMATIVE DEFENSE

The Plaintiff was more than 50% at fault in causing the alleged injuries and, therefore, is barred from recovery by the comparative negligence statute, G.L. c. 231, sec. 85.

EIGHTH AFFIRMATIVE DEFENSE

If the plaintiff is entitled to recover against the Defendant, any such recovery must be reduced in accordance with the comparative negligence statute, G.L. c. 231, sec. 85, since the negligence of the Plaintiff was the proximate cause of the injuries allegedly sustained.

NINTH AFFIRMATIVE DEFENSE

The Plaintiff has failed to mitigate, minimize or avoid damages, if any, alleged in the Plaintiff's Complaint; accordingly, any recovery must be reduced by the amount of damage resulting from such failure.

TENTH AFFIRMATIVE DEFENSE

The acts or omissions which are alleged to have caused the damages and/or injuries referred to in the Complaint were committed by a third party who was not an agent or employee of the Defendant and for whose acts or omissions the defendant is not legally responsible.

ELEVENTH AFFIRMATIVE DEFENSE

The Plaintiff has failed to provide timely notice of any breach of warranty pursuant to M.G.L. c.106, §2-607, and thus the Plaintiff is barred from recovery.

TWELTH AFFIRMATIVE DEFENSE


The Plaintiff unreasonably used a product referred to in the Complaint that she knew to be defective and dangerous and thus the Plaintiff is barred from recovery.

JURY DEMAND

THE DEFENDANT DEMANDS A TRIAL BY JURY.

WHEREFORE, Defendant requests that this action be dismissed and that judgment enter in the favor together with costs.

THE DEFENDANT,
BRIGHTON AMIGOS, INC.
BY ITS ATTORNEYS,



DATED: 6/16/2023

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CERTIFICATE OF SERVICE

Pursuant to Mass. R. Civ. P. 5(a) and/or Sup. Ct. R. 9A, I, the undersigned, do hereby certify that a copy of the foregoing document has been served via email and/or first-class mail on all parties or their representatives in this action as listed below this 16th day of June 2023.

Counsel for Plaintiff.

Chloe Crelia

Michael P. Joyce, Esq.

Rafael J. Colmenares, Esq.

Adam W. Holtman, Esq.

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Jory D. Lange, Jr. (*Pro Hac Vice* forthcoming)

/s/ Nicholas B. Kosiavelon

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Matthew J. Perrino, Esq. (BBO# 715520)

Counsel for Defendant, Brighton Amigos, Inc.