

www.ratemyhorsepro.com

UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION

---

DEBORAH L. CAIN,

Plaintiff,

v.

MSU SUMMER SHOWCASE, a Michigan corporation, A. KRISTINA BURKHART, an individual, CLASSICALA FARM, INC., a Michigan corporation, HOLLY BORDEAU, an individual ALLISON BISHOP, an individual, JUDY YELSKY, individually, SKYE YELSKY WILLIAMS, a minor, and UNITED STATES EQUESTRIAN FEDERATION, INC., a New York Corporation,

Defendants.

---

Civil Action No.: 1:11-cv-1014

The Honorable Paul L. Maloney

The Honorable Joseph G. Scoville,  
Magistrate Judge

Mark A. LaRose (P 61409)  
Joseph A. Bosco (P 64266)  
Brian R. Kusper  
LAROSE & BOSCO, LTD.  
Attorneys for Plaintiff  
200 N. LaSalle Street, Suite 2810  
Chicago, IL 60601  
(312) 642-4414  
mlarose@laroseboscocolaw.com  
jbosco@laroseboscocolaw.com

Julie I. Fershtman (P 39282)  
Liza C. Moore (P 72240)  
FOSTER SWIFT COLLINS & SMITH, P.C.  
Attorneys for Defendants MSU Summer Showcase, Burkhart, Classicala, the Yelsky parties and United States Equestrian Federation, Inc., only  
32300 Northwestern Highway, Suite 230  
Farmington Hills, MI 48334  
Telephone: (248) 539-9900  
E-mail: jfershtman@fosterswift.com  
E-mail: lmoore@fosterswift.com

Holly Bordeau, *In Pro Per*  
Defendant  
6054 Oakpoint Road  
Jackson, MI 49201-8530

---

**ANSWER TO SECOND AMENDED COMPLAINT, AFFIRMATIVE DEFENSES,  
AND RELIANCE ON JURY DEMAND OF DEFENDANTS  
A. KRISTINA BURKHART AND CLASSICALA FARM, INC.**

Defendants A. Kristiina Burkhart and Classicala Farm, Inc., by their attorneys FOSTER, SWIFT, COLLINS & SMITH, P.C., for their Answer to plaintiff's Second Amended Complaint, state as follows:

**I. JURISDICTION AND VENUE**

1. Defendants neither admit nor deny the allegations as they are not allegations of fact but, rather, conclusions of law for which no answer is required. Further answering, defendants neither admit nor deny the allegations pertaining to the factual underpinnings of diversity of citizenship as they are presently without sufficient knowledge and information to form a belief as to the truth thereof but leave plaintiff to her proofs.

2. Defendants deny that they engaged in any improper, wrongful, or unlawful acts at the referenced location or at any location as such allegations are false. Defendants deny that they engaged in any actions that resulted in an injury to plaintiff. However, defendants admit only that plaintiff was injured on the grounds of the MSU Pavilion for Agriculture and Livestock Education, which is located at 4301 Farm Lane, East Lansing, Michigan.

3. Defendants neither admit nor deny the allegations in paragraph 3 as they state conclusions of law, not allegations of fact, for which no answer is required. Further answering, Defendants neither admit nor deny the allegations as defendants are presently without sufficient knowledge and information to form a belief as to the truth but leave plaintiff to her proofs.

**II. PARTIES**

4. Defendants neither admit nor deny the allegations as they are without sufficient knowledge and information to form a belief as to the truth thereof but leave plaintiff to her proofs.

5. Defendants neither admit nor deny the allegations as they are without sufficient knowledge and information to form a belief as to the truth thereof and because these allegations are not directed to these defendants but leave plaintiff to her proofs.

6. Defendant denies the allegations as they are false as to Ms. Burkhart.

7. Defendants admit that Classicala Farm, Inc., was a Michigan corporation [ID No. 133661] and is in the process of being formally reinstated as a Michigan corporation.

8. Defendants neither admit nor deny the allegations as they are without sufficient knowledge and information to form a belief as to the truth thereof but leave plaintiff to her proofs.

9. Defendants neither admit nor deny the allegations as they are without sufficient knowledge and information to form a belief as to the truth thereof but leave plaintiff to her proofs.

10. Upon information and belief, defendants admit that Skye Yelsky Williams resides at the referenced address and is a citizen of Ohio.

11. Upon information and belief, defendants admit that Judy Yelsky resides at the referenced address and is a citizen of Ohio.

12. Defendants neither admit nor deny the allegations as they are without sufficient knowledge and information to form a belief as to the truth thereof but leave plaintiff to her proofs.

### **III. COMMON ALLEGATIONS**

13. Defendants admit only that Ms. Burkhart owned and managed Classicala Farm, Inc., with the assistance of others working at the farm who were involved in training of horses and instructing riders; defendants deny the allegations to the extent that they suggest or infer that Ms. Burkhart personally trained horses or instructed riders as such allegations are false.

14. Defendants admit that they would enter and/or exhibit horses that they bred and trained. However, defendants deny the allegations as they suggest that that Classicala Farm, Inc., boarded outside horses or submitted outside, non-owned horses to horse shows as such allegations are false.

15. Defendants admit that they would enter and/or exhibit horses that they bred and trained. However, defendants deny the allegations as they suggest that that Classicala Farm, Inc., boarded outside horses or submitted outside, non-owned horses to horse shows as such allegations are false.

16. Defendants admit only that they trained, showed, marketed, and sold horses owned by defendants. However, defendants deny the remaining allegations as they are false. Others gave lessons on and off of the property.

17. Defendants admit only that they entered riders in horse show events and that they trained, showed, marketed, and sold horses owned by defendants. However, defendants deny the remaining allegations as they are false; others gave lessons on and off of the property.

18. Defendants admit only that the horse at issue was owned by Classicala Farm, Inc., a Michigan corporation [ID No. 133661] that is in the process of being formally reinstated.

19. Defendants deny the allegations as they are false.

20. Defendants deny the allegations as they are false.

21. Defendants deny the allegations as they are false.

22. Defendants deny the allegations as they are false.

23. Defendants deny the allegations as they are false.

24. Defendants deny the allegations as they are false.

25. Defendants neither admit nor deny the allegations as they state conclusions of law as to "agent, servant, and/or employee" and therefore require no answer.

26. Defendants admit only that Holly Bordeau and Allison Bishop were employed by Classicala Farm, Inc. Defendants deny that Ms. Bordeau or Ms. Bishop were controlled, instructed, directed, or supervised at all times by Classicala Farm, Inc., or by Ms. Burkhart as such allegations are false.

27. Defendants neither admit nor deny the allegations as they state conclusions of law as to "agent, servant, and/or employee" and therefore require no answer. Defendants admit, however, that Ms. Bordeau trained the mare at issue, with some assistance of Allison Bishop.

28. Defendants neither admit nor deny the allegations as they state conclusions of law as to "agent, servant, and/or employee" and therefore require no answer. Defendants deny the allegations regarding Ms. Bordeau's alleged work as a riding instructor of Ms. Yelsky Williams as the allegations are false; defendant Skye Yelsky Williams was instructed by Allison Bishop.

29. Defendants admit only that a horse show called the "MSU Summer Showcase" took place at Michigan State University during the referenced time frame. However, defendants, upon information and belief, understand that the show was only called this name and do not know specifically who organized the show.

30. Defendants admit that show management required persons to sign an entry form and admit that a copy is attached as Exhibit A. However, defendants do not know if the requirement originated solely from show management. Defendants submit that the terms of the document speak for themselves.

31. Defendants deny the allegations as they are false. In fact, Skye Yelsky Williams was entered in the Arabian Hunter Pleasure JTR 13 & Under class at the MSU Summer Showcase Horse riding the mare "A Kalisto Baceo." Nobody entered the horse to compete in a "Half Arabian" class as the mare was a purebred Arabian. Defendants admit only that defendant

Burkhart caused to be executed a show entry form for the mare "A Kalisto Baceo" that entered the mare in horse show events at the MSU Summer Showcase.

32. Defendants submit that the terms of the horse show entry form, as presented and as executed, speak for themselves; defendants do not accept, and reserve the right to challenge, any interpretation of the meaning of the document referenced by plaintiff. Defendants deny the allegations regarding the show class as they are false; in fact, Skye Yelsky Williams was entered in the Arabian Hunter Pleasure JTR 13 & Under class at the MSU Summer Showcase Horse riding the mare "A Kalisto Baceo." Nobody entered the horse to compete in a "Half Arabian" class at any show as the mare was a purebred Arabian.

33. Defendants submit that the terms of the horse show entry form, as presented and as executed, speak for themselves; defendants do not accept, and reserve the right to challenge, any interpretation of the meaning of the document referenced by plaintiff. Defendants deny the allegations regarding the show class as they are false; in fact, Skye Yelsky Williams was entered in the Arabian Hunter Pleasure JTR 13 & Under class at the MSU Summer Showcase Horse riding the mare "A Kalisto Baceo." Nobody entered the horse to compete in a "Half Arabian" class as the mare was a purebred Arabian. Further, defendants admit that the form states that "Holly Bordeau" was the horse's trainer and rider in certain events.

34. Defendants submit that the terms of the horse show entry form, as presented and as executed, speak for themselves; defendants do not accept, and reserve the right to challenge, any interpretation of the meaning of the document referenced by plaintiff. Defendants deny the allegations regarding the show class as they are false; in fact, Skye Yelsky Williams was entered in the Arabian Hunter Pleasure JTR 13 & Under class at the MSU Summer Showcase Horse riding the mare "A Kalisto Baceo." Nobody entered the horse to compete in a "Half Arabian" class as the mare was a purebred Arabian.

35. Defendants submit that the terms of the horse show entry form, as presented and as executed, speak for themselves; defendants do not accept, and reserve the right to challenge, any interpretation of the meaning of the document referenced by plaintiff. Defendants neither admit nor deny the allegations regarding Mrs. Yelsky's execution of the show entry form as they are presently without sufficient knowledge and information to form a belief as to the truth thereof but leave plaintiff to her proofs. Defendants admit that Judy Yelsky is the mother of Skye Yelsky Williams. Defendants deny the allegations regarding the show class as they are false; in fact, Skye Yelsky Williams was entered in the Arabian Hunter Pleasure JTR 13 & Under class at the MSU Summer Showcase Horse riding the mare "A Kalisto Baceo." Nobody entered the horse to compete in a "Half Arabian" class as the mare was a purebred Arabian.

36. Defendants admit that they provided the saddle, girth, martingale, saddle pad, bit, and bridle. Defendants, upon information and belief, deny that Holly Bordeau and/or Allison Bishop provided the equipment but submit that they may have adjusted it during the horse show.

37. Defendants neither admit nor deny the allegations as they state conclusions of law as to "agent, servant, and/or employee" and therefore require no answer. Further, in regard to the allegations of who saddled and bridled the horse at issue on the day of the incident, defendants neither admit nor deny the allegations as they are without sufficient knowledge and information to form a belief as to the truth thereof but leave plaintiff to her proofs. Finally, defendants deny the allegations regarding the show class as they are false; in fact, the horse was entered in the Arabian Hunter Pleasure JTR 13 & Under class at the MSU Summer Showcase Horse Show. Nobody entered the horse to compete in a "Half Arabian" class as the mare was a purebred Arabian.

38. Defendants admits only that Skye Yelsky Williams rode the horse "A Kalisto Baceo" at the MSU Summer Showcase. Defendant denies the remaining allegations as they are

false; the horse at issue was entered in the Arabian Hunter Pleasure JTR 13 & Under class at the MSU Summer Showcase, not a Half-Arabian class. The mare was a purebred Arabian.

39. Defendants deny the allegations as they are false. Further, the horse at issue was entered in the Arabian Hunter Pleasure JTR 13 & Under class at the MSU Summer Showcase, not a Half-Arabian class.

40. Defendants neither admit nor deny the allegations as they do not pertain to these defendants and as they are without sufficient knowledge and information to form a belief as to the truth thereof.

41. Defendants admit that plaintiff was a judge at the referenced horse show. However, defendants neither admit nor deny the remaining allegations as to whether plaintiff judged an unrelated Half-Arabian class as defendants are without sufficient knowledge and information to form a belief as to the truth thereof but leave plaintiff to her proofs. Defendants submit that the alleged incident did not occur during a Half-Arabian class.

42. Defendants deny the allegations as they are false. Defendant Skye Yelsky Williams rode the horse "A Kalisto Baceo" in the Arabian Hunter Pleasure JTR 13 & Under class at the MSU Summer Showcase, not a Half-Arabian class. Defendants deny that Skye Yelsky Williams competed at the show on the referenced horse in a Half Arabian class as such allegations are false. Defendants admit that Ms. Yelsky Williams, while riding the horse at issue, entered the arena for the Arabian Hunter Pleasure JTR 13 & Under class.

43. Defendants neither admit nor deny the allegations as they are without sufficient knowledge and information to form a belief as to the truth thereof but leave plaintiff to her proofs. However, defendants deny the allegations that the horse was improperly equipped with a bit or that the selected bit was unsuitable for this particular horse as such allegations are false.

44. Defendants deny the allegations as they are false.



45. Defendants deny the allegations as they are false.

46. Defendants deny the allegations as they are false.

47. Defendants deny the allegations as they are false. Defendants neither admit nor deny the allegations regarding plaintiff's alleged injuries as they are without sufficient knowledge and information to form a belief as to the truth thereof but leave plaintiff to her proofs. Defendants deny that they are liable for any alleged damages.

48. Defendants neither admit nor deny the allegations contained in paragraph 48, referring to "as a direct and proximate result" as they are not allegations of fact but rather conclusions of law for which no answer is required. Further, defendants neither admit nor deny the allegations regarding plaintiff's alleged damages and losses as defendants are without sufficient knowledge and information to form a belief as to the truth thereof but leave plaintiff to her proofs. Defendants deny the allegations as they are false to the extent that they state, suggest, or infer that these defendants are liable for any alleged damages, breached any duty owed to the plaintiff and/or that these defendants are liable in any way.

**COUNT I**  
**MSU SUMMER SHOWCASE - NEGLIGENCE**

49. Defendants adopt by reference their answers to paragraphs 1 through 48 of the Second Amended Complaint as if fully set forth herein.

50. Defendants neither admit nor deny the allegations in paragraph 50 of the Second Amended Complaint as they are asserted against a different party, MSU Summer Showcase, and, as pled, have no application to these defendants.

51. Defendants neither admit nor deny the allegations in paragraph 51 of the Second Amended Complaint, including sub-parts (a) through (e), as they are asserted against a different party, MSU Summer Showcase, and, as pled, have no application to these defendants.

52. Defendants neither admit nor deny the allegations in paragraph 52 of the Second Amended Complaint as they are asserted against a different party, MSU Summer Showcase, and, as pled, have no application to these defendants.

WHEREFORE, defendants A. Kristiina Burkhart and Classicala Farm, Inc., respectfully request that this Honorable Court enter an Order dismissing the plaintiff's Second Amended Complaint in its entirety and awarding these defendants their court costs, including attorney fees.

**COUNT II**  
**MSU SUMMER SHOWCASE - EQUINE ACTIVITY LIABILITY ACT**

53. Defendants adopt by reference their answers to paragraphs 1 through 53 of the Second Amended Complaint as if fully set forth herein.

54. Defendants neither admit nor deny the allegations in paragraph 54 of the Second Amended Complaint as they are asserted against a different party, MSU Summer Showcase, and, as pled, have no application to these defendants.

55. Defendants neither admit nor deny the allegations in paragraph 55 of the Second Amended Complaint as they are asserted against a different party, MSU Summer Showcase, and, as pled, have no application to these defendants.

56. Defendants neither admit nor deny the allegations in paragraph 56 of the Second Amended Complaint as they are asserted against a different party, MSU Summer Showcase, and, as pled, have no application to these defendants.

57. Defendants neither admit nor deny the allegations in paragraph 57 of the Second Amended Complaint as they are asserted against a different party, MSU Summer Showcase, and, as pled, have no application to these defendants.

58. Defendants neither admit nor deny the allegations in paragraph 58 of the Second Amended Complaint, including sub-parts (a) through (e), as they are asserted against a different party, MSU Summer Showcase, and, as pled, have no application to these defendants.

59. Defendants neither admit nor deny the allegations in paragraph 59 of the Second Amended Complaint as they are asserted against a different party, MSU Summer Showcase, and, as pled, have no application to these defendants..

WHEREFORE, defendants A. Kristiina Burkhart and Classicala Farm, Inc., respectfully request that this Honorable Court enter an Order dismissing the plaintiff's Second Amended Complaint in its entirety and awarding these defendants their court costs, including attorney fees.

**COUNT III**  
**A. KRISTINA BURKHART - NEGLIGENCE**

60. Defendants adopt by reference their answers to paragraphs 1 through 59 of the Second Amended Complaint as if fully set forth herein.

61. Defendants neither admit nor deny the allegations contained in paragraph 61, referring to alleged duties, as they are not allegations of fact but rather conclusions of law for which no answer is required. Further answering, defendants deny the allegations as they are false to the extent that they state, suggest, or infer that defendants, or either of them, violated any legal duties.

62. Defendants deny the allegations, including sub-parts (a) through (h), as they are false. Further, defendants specifically object to the vague reference in paragraph 62(h) to defendants being "*otherwise negligent*" as it lacks specificity and fails to state a claim; defendants demand that this reference be stricken.

63. Defendants neither admit nor deny the allegations contained in paragraph 63, referring to "[a]s a direct and proximate result of one or more of the foregoing negligent acts and/or omissions of defendant" as they are not allegations of fact but rather conclusions of law

for which no answer is required. Further answering, defendants deny the allegations as they are false to the extent that they state, suggest, or infer that defendants violated any legal duties or committed any negligent or unlawful acts or omissions. Finally, defendants neither admit nor deny the allegations regarding plaintiff's alleged damages as defendants are without sufficient knowledge and information to form a belief as to the truth thereof but leave plaintiff to her proofs; defendants deny the allegations as they are false to the extent that they state, suggest, or infer that defendants are liable for any alleged damages, breached any duty owed to the plaintiff and/or that defendants, or either of them, are liable in any way.

WHEREFORE, defendants A. Kristiina Burkhart and Classicala Farm, Inc., respectfully request that this Honorable Court enter an Order dismissing the plaintiff's Second Amended Complaint in its entirety and awarding these defendants their court costs, including attorney fees.

**COUNT IV**

**A. KRISTINA BURKHART - EQUINE ACTIVITY LIABILITY ACT**

64. Defendants adopt by reference their answers to paragraphs 1 through 63 of the Second Amended Complaint as if fully set forth herein.

65. Defendants deny the allegations as they are false.

66. Defendants neither admit nor deny the allegations contained in paragraph 66, referring to alleged provisions of the Michigan Equine Activity Liability Act as they are not allegations of fact but rather conclusions of law for which no answer is required. Further answering, defendants submit that the terms and provisions of the Act, MCL § 691.1665(a) or others, speak for themselves. Defendants deny that MCL § 691.1665(a) applies to these defendants, anyhow, since these defendants did not "provide" an equine or equipment to the plaintiff. Defendants deny the allegations that the equipment placed on the horse at issue was, in any way, "faulty" or that defendants knew or should have known of a "fault," as such allegations

are false. Finally, defendants do not accept and consequently reserve the right to challenge any interpretation of the meaning or application of MCL § 691.1665(a) raised by plaintiff now and/or in the future.

67. Defendants deny the allegations as they are false.

68. Defendants neither admit nor deny the allegations contained in paragraph 68, referring to alleged provisions of the Michigan Equine Activity Liability Act, as they are not allegations of fact but rather conclusions of law for which no answer is required. Further answering, defendants submit that the terms and provisions of the Act, MCL § 691.1665(b) or others, speak for themselves. Defendants deny that MCL § 691.1665(b) applies to these defendants, anyhow, since these defendants did not "provide" an equine to the plaintiff. Defendants deny the allegations that the equipment placed on the horse at issue was, in any way, "faulty" or that defendants knew or should have known of a "fault," as such allegations are false. Finally, defendants do not accept and consequently reserve the right to challenge any interpretation of the meaning or application of MCL § 691.1665(b) raised by plaintiff now and/or in the future.

69. Defendants deny the allegations as they are false.

70. Defendants neither admit nor deny the allegations contained in paragraph 70, referring to alleged provisions of the Michigan Equine Activity Liability Act, as they are not allegations of fact but rather conclusions of law for which no answer is required. Further answering, defendants submit that the terms and provisions of the Act, MCL § 691.1665(d) or others, speak for themselves. Finally, defendants do not accept and consequently reserve the right to challenge any interpretation of the meaning or application of MCL § 691.1665(d) raised by plaintiff now and/or in the future.

71. Defendants deny the allegations, including sub-parts (a) through (h), as they are false. Further, defendants specifically object to the vague reference in paragraph 71(h) to defendants being "*otherwise negligent*" as it lacks specificity and fails to state a claim; defendants demand that this reference be stricken.

72. Defendants neither admit nor deny the allegations contained in paragraph 72, referring to "[a]s a direct and proximate result of one or more of the foregoing negligent acts and/or omissions of defendant" as they are not allegations of fact but rather conclusions of law for which no answer is required. Further answering, defendants deny the allegations as they are false to the extent that they state, suggest, or infer that defendants violated any legal duties or committed any negligent or unlawful acts or omissions. Finally, defendants neither admit nor deny the allegations regarding plaintiff's alleged damages as defendants are without sufficient knowledge and information to form a belief as to the truth thereof but leave plaintiff to her proofs; defendants deny the allegations as they are false to the extent that they state, suggest, or infer that defendants are liable for any alleged damages, breached any duty owed to the plaintiff and/or that defendants, or either of them, are liable in any way.

WHEREFORE, defendants A. Kristiina Burkhart and Classicala Farm, Inc., respectfully request that this Honorable Court enter an Order dismissing the plaintiff's Second Amended Complaint in its entirety and awarding these defendants their court costs, including attorney fees.

**COUNT V**  
**CLASSICALA FARM, INC. - NEGLIGENCE**

73. Defendants adopt by reference their answers to paragraphs 1 through 72 of the Second Amended Complaint as if fully set forth herein.

74. Defendants neither admit nor deny the allegations contained in paragraph 74, referring to alleged duties, as they are not allegations of fact but rather conclusions of law for

which no answer is required. Further answering, defendants deny the allegations as they are false to the extent that they state, suggest, or infer that defendants, or either of them, violated any legal duties.

75. Defendants deny the allegations, including sub-parts (a) through (h), as they are false. Further, defendants specifically object to the vague reference in paragraph 75(h) to defendants being "*otherwise negligent*" as it lacks specificity and fails to state a claim; defendants demand that this reference be stricken.

76. Defendants neither admit nor deny the allegations contained in paragraph 76, referring to "[a]s a direct and proximate result of one or more of the foregoing negligent acts and/or omissions of defendant" as they are not allegations of fact but rather conclusions of law for which no answer is required. Further answering, defendants deny the allegations as they are false to the extent that they state, suggest, or infer that defendants violated any legal duties or committed any negligent or unlawful acts or omissions. Finally, defendants neither admit nor deny the allegations regarding plaintiff's alleged damages as defendants are without sufficient knowledge and information to form a belief as to the truth thereof but leave plaintiff to her proofs; defendants deny the allegations as they are false to the extent that they state, suggest, or infer that defendants are liable for any alleged damages, breached any duty owed to the plaintiff and/or that defendants, or either of them, are liable in any way.

WHEREFORE, defendants A. Kristiina Burkhart and Classicala Farm, Inc., respectfully request that this Honorable Court enter an Order dismissing the plaintiff's Second Amended Complaint in its entirety and awarding these defendants their court costs, including attorney fees.

**COUNT VI**  
**CLASSICALA FARM, INC. - EQUINE ACTIVITY LIABILITY ACT**

77. Defendants adopt by reference their answers to paragraphs 1 through 76 of the Second Amended Complaint as if fully set forth herein.

78. Defendants deny the allegations as they are false.

79. Defendants neither admit nor deny the allegations contained in paragraph 79, referring to alleged provisions of the Michigan Equine Activity Liability Act, as they are not allegations of fact but rather conclusions of law for which no answer is required. Further answering, defendants submit that the terms and provisions of the Act, MCL § 691.1665(a) or others, speak for themselves. Defendants deny that MCL § 691.1665(a) applies to these defendants, anyhow, since these defendants did not "provide" an equine or equipment to the plaintiff. Defendants deny the allegations that the equipment placed on the horse at issue was, in any way, "faulty" or that defendants knew or should have known of a "fault," as such allegations are false. Finally, defendants do not accept and consequently reserve the right to challenge any interpretation of the meaning or application of MCL § 691.1665(a) raised by plaintiff now and/or in the future.

80. Defendants deny the allegations as they are false.

81. Defendants neither admit nor deny the allegations contained in paragraph 81, referring to alleged provisions of the Michigan Equine Activity Liability Act, as they are not allegations of fact but rather conclusions of law for which no answer is required. Further answering, defendants submit that the terms and provisions of the Act, MCL § 691.1665(b) or others, speak for themselves. Defendants deny that MCL § 691.1665(b) applies to these defendants, anyhow, since these defendants did not "provide" an equine to the plaintiff. Finally, defendants do not accept and consequently reserve the right to challenge any interpretation of the meaning or application of MCL § 691.1665(b) raised by plaintiff now and/or in the future.



82. Defendants deny the allegations as they are false.

83. Defendants neither admit nor deny the allegations contained in paragraph 83, referring to alleged provisions of the Michigan Equine Activity Liability Act, as they are not allegations of fact but rather conclusions of law for which no answer is required. Further answering, defendants submit that the terms and provisions of the Act, MCL § 691.1665(d) or others, speak for themselves. Finally, defendants do not accept and consequently reserve the right to challenge any interpretation of the meaning or application of MCL § 691.1665(d) raised by plaintiff now and/or in the future.

84. Defendants deny the allegations, including sub-parts (a) through (h), as they are false. Further, defendants specifically object to the vague reference in paragraph 84(h) to defendants being "*otherwise negligent*" as it lacks specificity and fails to state a claim; defendants demand that this reference be stricken.

85. Defendants neither admit nor deny the allegations contained in paragraph 85, referring to "[a]s a direct and proximate result of one or more of the foregoing negligent acts and/or omissions of defendant" as they are not allegations of fact but rather conclusions of law for which no answer is required. Further answering, defendants deny the allegations as they are false to the extent that they state, suggest, or infer that defendants violated any legal duties or committed any negligent or unlawful acts or omissions. Finally, defendants neither admit nor deny the allegations regarding plaintiff's alleged damages as defendants are without sufficient knowledge and information to form a belief as to the truth thereof but leave plaintiff to her proofs; defendants deny the allegations as they are false to the extent that they state, suggest, or infer that defendants are liable for any alleged damages, breached any duty owed to the plaintiff and/or that defendants, or either of them, are liable in any way.

WHEREFORE, defendants A. Kristiina Burkhart and Classicala Farm, Inc., respectfully request that this Honorable Court enter an Order dismissing the plaintiff's Second Amended Complaint in its entirety and awarding these defendants their court costs, including attorney fees.

**COUNT VII**  
**HOLLY BORDEAU - NEGLIGENCE**

86. Defendants adopt by reference their answers to paragraphs 1 through 85 of the Second Amended Complaint as if fully set forth herein.

87. Defendants neither admit nor deny the allegations in paragraph 87 of the Second Amended Complaint as they are asserted against a different party, Holly Bordeau, and, as pled, have no application to these defendants.

88. Defendants neither admit nor deny the allegations in paragraph 88 of the Second Amended Complaint, including sub-parts (a) through (g), as they are asserted against a different party, Holly Bordeau, and, as pled, have no application to these defendants.

89. Defendants neither admit nor deny the allegations in paragraph 89 of the Second Amended Complaint as they are asserted against a different party, Holly Bordeau, and, as pled, have no application to these defendants.

WHEREFORE, defendants A. Kristiina Burkhart and Classicala Farm, Inc., respectfully request that this Honorable Court enter an Order dismissing the plaintiff's Second Amended Complaint in its entirety and awarding these defendants their court costs, including attorney fees.

**COUNT VIII**  
**HOLLY BORDEAU - EQUINE ACTIVITY LIABILITY ACT**

90. Defendants adopt by reference their answers to paragraphs 1 through 89 of the Second Amended Complaint as if fully set forth herein.

91. Defendants neither admit nor deny the allegations in paragraph 91 of the Second Amended Complaint as they are asserted against a different party, Holly Bordeau, and, as pled, have no application to these defendants.

92. Defendants neither admit nor deny the allegations in paragraph 92 of the Second Amended Complaint as they are asserted against a different party, Holly Bordeau, and, as pled, have no application to these defendants.

93. Defendants neither admit nor deny the allegations in paragraph 93 of the Second Amended Complaint as they are asserted against a different party, Holly Bordeau, and, as pled, have no application to these defendants.

94. Defendants neither admit nor deny the allegations in paragraph 94 of the Second Amended Complaint as they are asserted against a different party, Holly Bordeau, and, as pled, have no application to these defendants.

95. Defendants neither admit nor deny the allegations in paragraph 95 of the Second Amended Complaint as they are asserted against a different party, Holly Bordeau, and, as pled, have no application to these defendants.

96. Defendants neither admit nor deny the allegations in paragraph 96 of the Second Amended Complaint as they are asserted against a different party, Holly Bordeau, and, as pled, have no application to these defendants.

97. Defendants neither admit nor deny the allegations in paragraph 97 of the Second Amended Complaint, including sub-parts (a) through (g), as they are asserted against a different party, Holly Bordeau, and, as pled, have no application to these defendants.

98. Defendants neither admit nor deny the allegations in paragraph 98 of the Second Amended Complaint as they are asserted against a different party, Holly Bordeau, and, as pled, have no application to these defendants.

WHEREFORE, defendants A. Kristiina Burkhart and Classicala Farm, Inc., respectfully request that this Honorable Court enter an Order dismissing the plaintiff's Second Amended Complaint in its entirety and awarding these defendants their court costs, including attorney fees.

**COUNT IX**  
**ALLISON BISHOP - NEGLIGENCE**

99. Defendants adopt by reference their answers to paragraphs 1 through 98 of the Second Amended Complaint as if fully set forth herein.

100. Defendants neither admit nor deny the allegations in paragraph 100 of the Second Amended Complaint as they are asserted against a different party, Allison Bishop, and, as pled, have no application to these defendants.

101. Defendants neither admit nor deny the allegations in paragraph 101 of the Second Amended Complaint, including sub-parts (a) through (g), as they are asserted against a different party, Allison Bishop, and, as pled, have no application to these defendants.

102. Defendants neither admit nor deny the allegations in paragraph 102 of the Second Amended Complaint as they are asserted against a different party, Allison Bishop, and, as pled, have no application to these defendants.

WHEREFORE, defendants A. Kristiina Burkhart and Classicala Farm, Inc., respectfully request that this Honorable Court enter an Order dismissing the plaintiff's Second Amended Complaint in its entirety and awarding these defendants their court costs, including attorney fees.

**COUNT X**  
**ALLISON BISHOP - EQUINE ACTIVITY LIABILITY ACT**

103. Defendants adopt by reference their answers to paragraphs 1 through 102 of the Second Amended Complaint as if fully set forth herein.

104. Defendants neither admit nor deny the allegations in paragraph 104 of the Second Amended Complaint as they are asserted against a different party, Allison Bishop, and, as pled, have no application to these defendants.

105. Defendants neither admit nor deny the allegations in paragraph 105 of the Second Amended Complaint as they are asserted against a different party, Allison Bishop, and, as pled, have no application to these defendants.

106. Defendants neither admit nor deny the allegations in paragraph 106 of the Second Amended Complaint as they are asserted against a different party, Allison Bishop, and, as pled, have no application to these defendants.

107. Defendants neither admit nor deny the allegations in paragraph 107 of the Second Amended Complaint as they are asserted against a different party, Allison Bishop, and, as pled, have no application to these defendants.

108. Defendants neither admit nor deny the allegations in paragraph 108 of the Second Amended Complaint as they are asserted against a different party, Allison Bishop, and, as pled, have no application to these defendants.

109. Defendants neither admit nor deny the allegations in paragraph 109 of the Second Amended Complaint as they are asserted against a different party, Allison Bishop, and, as pled, have no application to these defendants.

110. Defendants neither admit nor deny the allegations in paragraph 110 of the Second Amended Complaint, including sub-parts (a) through (g), as they are asserted against a different party, Allison Bishop, and, as pled, have no application to these defendants.

111. Defendants neither admit nor deny the allegations in paragraph 111 of the Second Amended Complaint as they are asserted against a different party, Allison Bishop, and, as pled, have no application to these defendants.

WHEREFORE, defendants A. Kristiina Burkhart and Classicala Farm, Inc., respectfully request that this Honorable Court enter an Order dismissing the plaintiff's Second Amended Complaint in its entirety and awarding these defendants their court costs, including attorney fees.

**COUNT XI**  
**SKYE YELSKY WILLIAMS - NEGLIGENCE**

112. Defendants adopt by reference their answers to paragraphs 1 through 111 of the Second Amended Complaint as if fully set forth herein.

113. Defendants neither admit nor deny the allegations in paragraph 113 of the Second Amended Complaint as they are asserted against a different party, Skye Yelsky Williams, and, as pled, have no application to these defendants.

114. Defendants neither admit nor deny the allegations in paragraph 114 of the Second Amended Complaint as they are asserted against a different party, Skye Yelsky Williams, and, as pled, have no application to these defendants.

115. Defendants neither admit nor deny the allegations in paragraph 115 of the Second Amended Complaint as they are asserted against a different party, Skye Yelsky Williams, and, as pled, have no application to these defendants.

WHEREFORE, defendants A. Kristiina Burkhart and Classicala Farm, Inc., respectfully request that this Honorable Court enter an Order dismissing the plaintiff's Second Amended Complaint in its entirety and awarding these defendants their court costs, including attorney fees.

**COUNT XII**  
**SKYE YELSKY WILLIAMS - EQUINE ACTIVITY LIABILITY ACT**

116. Defendants adopt by reference their answers to paragraphs 1 through 116 of the Second Amended Complaint as if fully set forth herein.

117. Defendants neither admit nor deny the allegations in paragraph 117 of the Second Amended Complaint as they are asserted against a different party, Skye Yelsky Williams, and, as pled, have no application to these defendants.

118. Defendants neither admit nor deny the allegations in paragraph 118 of the Second Amended Complaint as they are asserted against a different party, Skye Yelsky Williams, and, as pled, have no application to these defendants.

119. Defendants neither admit nor deny the allegations in paragraph 119 of the Second Amended Complaint as they are asserted against a different party, Skye Yelsky Williams, and, as pled, have no application to these defendants.

120. Defendants neither admit nor deny the allegations in paragraph 120 of the Second Amended Complaint as they are asserted against a different party, Skye Yelsky Williams, and, as pled, have no application to these defendants.

WHEREFORE, defendants A. Kristiina Burkhart and Classicala Farm, Inc., respectfully request that this Honorable Court enter an Order dismissing the plaintiff's Second Amended Complaint in its entirety and awarding these defendants their court costs, including attorney fees.

**COUNT XIII**  
**JUDY YELSKY - NEGLIGENCE**

121. These defendants adopts by reference their answers to paragraphs 1 through 120 of the Second Amended Complaint as if fully set forth herein.

122. Defendants neither admit nor deny the allegations in paragraph 122 of the Second Amended Complaint as they are asserted against a different party, Judy Yelsky, and, as pled, have no application to these defendants.

123. Defendants neither admit nor deny the allegations in paragraph 123 of the Second Amended Complaint as they are asserted against a different party, Judy Yelsky, and, as pled, have no application to these defendants.

124. Defendants neither admit nor deny the allegations in paragraph 124 of the Second Amended Complaint as they are asserted against a different party, Judy Yelsky, and, as pled, have no application to these defendants.

WHEREFORE, defendants A. Kristiina Burkhart and Classicala Farm, Inc., respectfully request that this Honorable Court enter an Order dismissing the plaintiff's Second Amended Complaint in its entirety and awarding these defendants their court costs, including attorney fees.

**COUNT XIV**  
**UNITED STATES EQUESTRIAN FEDERATION, INC. - NEGLIGENCE**

125. Defendants adopt by reference their answers to paragraphs 1 through 124 of the Second Amended Complaint as if fully set forth herein.

126. Defendants neither admit nor deny the allegations in paragraph 126 of the Second Amended Complaint as they are asserted against a different party, the United States Equestrian Federation, Inc., and, as pled, have no application to these defendants.

127. Defendants neither admit nor deny the allegations in paragraph 127 of the Second Amended Complaint, including sub-parts (a) through (c), as they are asserted against a different party, the United States Equestrian Federation, Inc., and, as pled, have no application to these defendants.

128. Defendants neither admit nor deny the allegations in paragraph 128 of the Second Amended Complaint as they are asserted against a different party, the United States Equestrian Federation, Inc., and, as pled, have no application to these defendants.

WHEREFORE, defendants A. Kristiina Burkhart and Classicala Farm, Inc., respectfully request that this Honorable Court enter an Order dismissing the plaintiff's Second Amended Complaint in its entirety and awarding these defendants their court costs, including attorney fees.



**COUNT XIV**

**UNITED STATES EQUESTRIAN FEDERATION, INC. -**

**EQUINE ACTIVITY LIABILITY ACT**

129. Defendants adopt by reference their answers to paragraphs 1 through 128 of the Second Amended Complaint as if fully set forth herein.

130. Defendants neither admit nor deny the allegations in paragraph 130 of the Second Amended Complaint as they are asserted against a different party, the United States Equestrian Federation, Inc., and, as pled, have no application to these defendants.

131. Defendants neither admit nor deny the allegations in paragraph 131 of the Second Amended Complaint as they are asserted against a different party, the United States Equestrian Federation, Inc., and, as pled, have no application to these defendants.

132. Defendants neither admit nor deny the allegations in paragraph 132 of the Second Amended Complaint as they are asserted against a different party, the United States Equestrian Federation, Inc., and, as pled, have no application to these defendants.

133. Defendants neither admit nor deny the allegations in paragraph 133 of the Second Amended Complaint, including sub-parts (a) through (c), as they are asserted against a different party, the United States Equestrian Federation, Inc., and, as pled, have no application to these defendants.

134. Defendants neither admit nor deny the allegations in paragraph 134 of the Second Amended Complaint as they are asserted against a different party, the United States Equestrian Federation, Inc., and, as pled, have no application to these defendants..

www.ratemyhorsepro.com

WHEREFORE, defendants A. Kristiina Burkhart and Classicala Farm, Inc., respectfully request that this Honorable Court enter an Order dismissing the plaintiff's Second Amended Complaint in its entirety and awarding these defendants their court costs, including attorney fees.

FOSTER, SWIFT, COLLINS & SMITH, P.C.  
Attorneys for Defendants A. Kristiina Burkhart and  
Classicala Farm, Inc.

Dated: June 25, 2012

By: /s/ Julie I. Fershtman  
Julie I. Fershtman (P 39282)  
Liza C. Moore (P 72240)  
32300 Northwestern Highway, Suite 230  
Farmington Hills, MI 48334  
(248) 539-9900  
jfershtman@fosterswift.com  
lmoore@fosterswift.com

#### **AFFIRMATIVE DEFENSES**

In further answer, and by way of affirmative defense, defendants A. Kristiina Burkhart and Classicala Farm, Inc., by their attorneys FOSTER, SWIFT, COLLINS & SMITH, P.C., state that they will or may rely upon the following defenses if applicable and if supported by facts to be determined through discovery:

- A. Plaintiff has failed to state a claim upon which relief can be granted.
- B. Plaintiff's Second Amended Complaint is barred, in whole or in part, since plaintiff assumed the risks of any or all of the activities at issue, including, *but not limited to*, the inherent risks associated with and/or inherent in the activities.
- C. Plaintiff's Second Amended Complaint is barred, in whole or in part, since these defendants owed no duty to plaintiff.
- D. Plaintiff's Second Amended Complaint is barred, in whole or in part, since these defendants breached no duty to plaintiff.

E. Plaintiff's Second Amended Complaint is barred, in whole or in part, since it fails to plead a cause of action under the Michigan Equine Activity Liability Act, M.C.L. § 691.1661, *et seq.*, which is the plaintiff's exclusive remedy for such an equine-related matter.

F. Plaintiff's Second Amended Complaint is barred, in whole or in part, since the incident at issue arose from an "inherent risk of an equine activity" within the meaning of the Michigan Equine Activity Liability Act, M.C.L. § 691.1661, *et seq.*, and because plaintiff assumed the "inherent" and other risks of the activity.

G. To the extent that plaintiff's First Amended Complaint is somehow found to state a claim for "faulty tack or equipment" under the Michigan Equine Activity Liability Act, MCL § 691.1665(a), such claims should be dismissed because the equipment on the horse at issue was in excellent condition and was properly adjusted.

H. Plaintiff's First Amended Complaint is barred, in whole or in part, since plaintiff's claims based on "reasonable and prudent efforts " under the Michigan Equine Activity Liability Act, MCL § 691.1665(b), are inapplicable since neither of these defendants supplied or "provided" an equine to the plaintiff.

I. To the extent that plaintiff's First Amended Complaint is somehow found to state a claim under the "reasonable and prudent efforts " exception of the Michigan Equine Activity Liability Act, MCL § 691.1665(a), such claims should be dismissed because the horse was suitably trained and properly matched with co-defendant Skye Yelsky Williams as a rider.

J. Plaintiff's Second Amended Complaint is barred, in whole or in part, by the Michigan Equine Activity Liability Act, M.C.L. § 691.1661, *et seq.*, and defendants claim all rights, privileges, and immunities available under this statute.

K. Plaintiff's Second Amended Complaint is barred, in whole or in part, because plaintiff has improperly pled cause of action, and actual counts throughout the Second Amended

Complaint, for common-law negligence, but the Michigan Equine Activity Liability Act, M.C.L. § 691.1661, *et seq.*, has made common-law causes of action obsolete or otherwise preempted. Defendants demand, accordingly, that such counts within the Second Amended Complaint alleging common-law negligence be stricken and dismissed.

L. Plaintiff's Second Amended Complaint is barred, in whole or in part, because plaintiff has alleged in numerous allegations of the Second Amended Complaint that defendants were "*otherwise negligent.*" Defendants demand, accordingly, that such counts within the Second Amended Complaint be stricken and dismissed for lack of specificity and for failing to state a claim.

M. Plaintiff's Second Amended Complaint is barred, in whole or in part, since plaintiff has failed to mitigate her damages.

N. Plaintiff's Second Amended Complaint is barred, in whole or in part, since the injuries and damages alleged in the Second Amended Complaint were proximately caused by the sole, contributory, and/or comparative negligence or wrongdoing of the plaintiff herself.

O. Alternatively, plaintiff's Second Amended Complaint is barred, in whole or in part, since damages alleged in the Second Amended Complaint were proximately caused by the negligence or culpable acts of others over whom defendants have no control.

P. Plaintiff's Second Amended Complaint is barred, in whole or in part, since the Arabian mare at issue had no history of prior "vicious or dangerous" conduct and was otherwise qualified to enter the horse show class at issue; to the extent that the horse was not so qualified on that particular day, that was a decision for plaintiff, as the judge, to make.

Q. Plaintiff's Second Amended Complaint is barred, in whole or in part, since defendants and others employed by them or acting on their behalf exercised, at all times, reasonable care.

R. Plaintiff's Second Amended Complaint is barred, in whole or in part, since it fails to state legally-cognizable duties breached by these defendants.

S. Plaintiff's Second Amended Complaint is barred, in whole or in part, because plaintiff, herself, breached legal and/or legally enforceable duties to others at the horse show.

T. Plaintiff's Second Amended Complaint is barred, in whole or in part, because plaintiff violated rules and/or regulations applicable to horse show judges imposed on her by the U.S. Equestrian Federation.

U. Plaintiff's Second Amended Complaint is barred, in whole or in part, due to plaintiff's failure to prove proximate cause.

V. Plaintiff's Second Amended Complaint is barred, in whole or in part, since defendants took all reasonable precautions and measures and exercised the required degree of care.

W. Any damages sought by plaintiff for economic loss including, but without limitation, medical expenses, rehabilitation services, loss of earnings, loss of earning capacity, or other economic loss, were paid or are payable by a collateral source and defendants, therefore, are entitled to a set-off or a credit for the amount of these damages in accordance with the statutes in such cases made and provided, including MCL § 600.6303. Defendants claim all rights available under all applicable collateral source rules.

X. Defendants claim all rights and privileges available under Michigan's tort reform amendments, which became effective in 1996, including, but not limited to, MCL § 600.6301, *et seq.*, and Michigan Tort Reform Legislation Public Act 249 of 1996, Public Act 161 of 1995 and Public Act 222 of 1995.

Y. Plaintiff's Second Amended Complaint is barred, in whole or in part, since plaintiff has suffered no monetary damages attributable to any alleged acts or omissions of these defendants.

Z. Plaintiff's Second Amended Complaint is barred, in whole or in part, because plaintiff was greater than fifty (50%) percent comparatively negligent and is barred from recovery pursuant to MCL § 600.2529.

AA. Plaintiff's Second Amended Complaint is barred, in whole or in part, by the equitable doctrines of laches, waiver, estoppel, and/or unclean hands.

BB. Defendants reserve the right to amend their Answer to plead further or other Affirmative Defenses after a reasonable opportunity for discovery.

FOSTER, SWIFT, COLLINS & SMITH, P.C.  
Attorneys for Defendants A. Kristiina Burkhart and  
Classicala Farm, Inc.

Dated: June 25, 2012

By: /s/ Julie I. Fershtman  
Julie I. Fershtman (P 39282)  
Liza C. Moore (P 72240)  
32300 Northwestern Highway, Suite 230  
Farmington Hills, MI 48334  
Telephone: (248) 539-9900  
E-mail: jfershtman@fosterswift.com  
E-mail: lmoore@fosterswift.com

**RELIANCE ON JURY DEMAND**

Defendants A. Kristiina Burkhart and Classicala Farm, Inc., by their attorneys Foster, Swift, Collins & Smith, P.C., rely on the jury demand previously filed by plaintiff as applicable to all claims and defenses in this action.

FOSTER, SWIFT, COLLINS & SMITH, P.C.  
Attorneys for Defendants A. Kristiina Burkhart and  
Classicala Farm, Inc.

Dated: June 25, 2012

By: /s/ Julie I. Fershtman  
Julie I. Fershtman (P 39282)  
Liza C. Moore (P 72240)  
32300 Northwestern Highway, Suite 230  
Farmington Hills, MI 48334  
Telephone: (248) 539-9900  
E-mail: [jfershtman@fosterswift.com](mailto:jfershtman@fosterswift.com)  
E-mail: [lmoore@fosterswift.com](mailto:lmoore@fosterswift.com)

**CERTIFICATE OF SERVICE**

I hereby certify that on June 25, 2012, I electronically filed the foregoing *Answer To Second Amended Complaint, Affirmative Defenses, and Reliance On Jury Demand Of Defendants A. Kristiina Burkhart and Classicala Farm, Inc.* with the Clerk of the Court using the ECF system, which will send notification of such filing to the following: (1) Mark A. LaRose and Joseph A. Bosco, and I hereby certify that I have mailed by United States Postal Service the same to the following non-ECF participant: Holly Bordeau, *In Pro Per*, 6054 Oakpoint Road, Jackson MI 49201-8530.

By: /s/ Julie I. Fershtman  
Julie I. Fershtman (P 39282)  
Liza C. Moore (P 72240)  
32300 Northwestern Highway, Suite 230  
Farmington Hills, MI 48334  
Telephone: (248) 539-9900  
E-mail: [jfershtman@fosterswift.com](mailto:jfershtman@fosterswift.com)  
E-mail: [lmoore@fosterswift.com](mailto:lmoore@fosterswift.com)