

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

DEBORAH L. CAIN,

Plaintiff,

v.

MICHIGAN STATE UNIVERSITY, a
Michigan corporation, MSU SUMMER
SHOWCASE, a Michigan corporation, A.
KRISTINA BURKHART, an individual,
CLASSICAL FARM, INC., a Michigan
corporation, HOLLY BORDEAU, an individual
and JUDY YELSKY, individually and as
Mother and Next Friend of SKYE YELSKY
WILLIAMS, a minor,

Defendants.

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

The Honorable Paul L. Maloney

**DEFENDANT MSU SUMMER SHOWCASE'S ANSWER TO FIRST AMENDED
COMPLAINT, AFFIRMATIVE DEFENSES, AND RELIANCE ON JURY DEMAND**

Defendant MSU Summer Showcase, by its attorneys FOSTER, SWIFT, COLLINS &
SMITH, P.C., for its Answer to plaintiff's First Amended Complaint, states as follows:

I. JURISDICTION AND VENUE

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

2. Defendant denies that it engaged in any improper, wrongful, or unlawful acts at the referenced location or at any location as such allegations are false. However, defendant

admits 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. Defendant neither admits nor denies the allegations in paragraph 3 as they state conclusions of law, not allegations of fact, for which no answer is required. Further answering, defendant neither admits nor denies the allegations as defendant is presently without sufficient knowledge and information to form a belief as to the truth but leaves plaintiff to her proofs.

II. PARTIES

4. Defendant neither admits nor denies the allegations as it is without sufficient knowledge and information to form a belief as to the truth thereof but leaves plaintiff to her proofs.

5. Defendant denies the allegations as they are false; in fact, the "MSU Summer Showcase" is not a corporate entity. However, the referenced address does apply to the "Michigan State University Horse Teaching and Research Center," which played a role in organizing the show; this is not a corporate entity, either.

6. Defendant neither admits nor denies the allegations as it is without sufficient knowledge and information to form a belief as to the truth thereof and because these allegations are not directed to this defendant, MSU Summer Showcase, but leaves plaintiff to her proofs.

7. Defendant neither admits nor denies the allegations as it is without sufficient knowledge and information to form a belief as to the truth thereof and because these allegations are not directed to this defendant, MSU Summer Showcase, but leaves plaintiff to her proofs.

8. Defendant neither admits nor denies the allegations as it is without sufficient knowledge and information to form a belief as to the truth thereof and because these allegations are not directed to this defendant, MSU Summer Showcase, but leaves plaintiff to her proofs.

9. Defendant neither admits nor denies the allegations as it is without sufficient knowledge and information to form a belief as to the truth thereof and because these allegations are not directed to this defendant, MSU Summer Showcase, but leaves plaintiff to her proofs.

10. Defendant neither admits nor denies the allegations as it is without sufficient knowledge and information to form a belief as to the truth thereof and because these allegations are not directed to this defendant, MSU Summer Showcase, but leaves plaintiff to her proofs.

11. Defendant neither admits nor denies the allegations as it is without sufficient knowledge and information to form a belief as to the truth thereof and because these allegations are not directed to this defendant, MSU Summer Showcase, but leaves plaintiff to her proofs.

III. COMMON ALLEGATIONS

12. Defendant neither admits nor denies the allegations as it is without sufficient knowledge and information to form a belief as to the truth thereof and because these allegations are not directed to this defendant, MSU Summer Showcase, but leaves plaintiff to her proofs.

13. Defendant neither admits nor denies the allegations as it is without sufficient knowledge and information to form a belief as to the truth thereof and because these allegations are not directed to this defendant, MSU Summer Showcase, but leaves plaintiff to her proofs.

14. Defendant neither admits nor denies the allegations as it is without sufficient knowledge and information to form a belief as to the truth thereof and because these allegations are not directed to this defendant, MSU Summer Showcase, but leaves plaintiff to her proofs.

15. Defendant neither admits nor denies the allegations as it is without sufficient knowledge and information to form a belief as to the truth thereof and because these allegations are not directed to this defendant, MSU Summer Showcase, but leaves plaintiff to her proofs.

16. Defendant neither admits nor denies the allegations as it is without sufficient knowledge and information to form a belief as to the truth thereof and because these allegations are not directed to this defendant, MSU Summer Showcase, but leaves plaintiff to her proofs.

17. Defendant neither admits nor denies the allegations as it is without sufficient knowledge and information to form a belief as to the truth thereof and because these allegations are not directed to this defendant, MSU Summer Showcase, but leaves plaintiff to her proofs.

18. Defendant neither admits nor denies the allegations as it is without sufficient knowledge and information to form a belief as to the truth thereof, but leaves plaintiff to her proofs. Further answering, defendant was unaware of such any such history.

19. Defendant neither admits nor denies the allegations as it is without sufficient knowledge and information to form a belief as to the truth thereof and because these allegations are not directed to this defendant, MSU Summer Showcase, but leaves plaintiff to her proofs.

20. Defendant neither admits nor denies the allegations as it is without sufficient knowledge and information to form a belief as to the truth thereof and because these allegations are not directed to this defendant, MSU Summer Showcase, but leaves plaintiff to her proofs.

21. Defendant neither admits nor denies the allegations as it is without sufficient knowledge and information to form a belief as to the truth thereof and because these allegations are not directed to this defendant, MSU Summer Showcase, but leaves plaintiff to her proofs.

22. Defendant neither admits nor denies the allegations as it is without sufficient knowledge and information to form a belief as to the truth thereof and because these allegations are not directed to this defendant, MSU Summer Showcase, but leaves plaintiff to her proofs.

23. Defendant neither admits nor denies the allegations as it is without sufficient knowledge and information to form a belief as to the truth thereof and because these allegations are not directed to this defendant, MSU Summer Showcase, but leaves plaintiff to her proofs.

24. Defendant neither admits nor denies the allegations as it is without sufficient knowledge and information to form a belief as to the truth thereof and because these allegations are not directed to this defendant, MSU Summer Showcase, but leaves plaintiff to her proofs.

25. Defendant neither admits nor denies the allegations as it is without sufficient knowledge and information to form a belief as to the truth thereof and because these allegations are not directed to this defendant, MSU Summer Showcase, but leaves plaintiff to her proofs.

26. Defendant neither admits nor denies the allegations as it is without sufficient knowledge and information to form a belief as to the truth thereof and because these allegations are not directed to this defendant, MSU Summer Showcase, but leaves plaintiff to her proofs.

27. Defendant neither admits nor denies the allegations as it is without sufficient knowledge and information to form a belief as to the truth thereof and because these allegations are not directed to this defendant, MSU Summer Showcase, but leaves plaintiff to her proofs.

28. Defendant admits only that the "MSU Summer Showcase" horse show was organized in part by the Michigan State University Horse Teaching and Research Center and took place at the MSU Pavilion for Agriculture and Livestock Education in East Lansing, Michigan.

29. Admitted, upon information and belief.

30. Defendant admits that show management for the MSU Summer Showcase required competitors (or others on their behalf) to sign documentation that included an entry form. Execution of documentation was also required by the sanctioning entities such as the U. S. Equestrian Federation, U.S. Dressage Federation, and the Arabian Horse Association.

31. Defendant denies the allegations as they are false. Upon information and belief, defendant admits only that a horse ridden by Skye Yelsky Williams named "A Kalisto Baceo"

was entered in Class No. 48, which was the Arabian Hunter Pleasure JTR 13 & Under class at the MSU Summer Showcase. This class was for purebred Arabians, not Half-Arabians.

32. Defendant denies the allegations, in part, as they are false; defendant believes that 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. As to the remaining allegations, defendant neither admits nor denies the allegations as it is presently without sufficient knowledge and information to form a belief as to the truth thereof but leaves plaintiff to her proofs. Further, defendant submits that the referenced entry form documents speaks for themselves and are the best evidence of the allegations in paragraph 32. Defendant does not accept and reserves the right to challenge any interpretation of the meaning of the document referenced by plaintiff.

33. Defendant denies the allegations, in part, as they are false; defendant believes that 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. Defendant submits that the referenced entry form document speaks for itself and is the best evidence of the allegations in paragraph 33. Defendant does not accept and reserves the right to challenge any interpretation of the meaning of the document referenced by plaintiff.

34. Defendant denies the allegations, in part, as they are false; defendant believes that 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. Defendant submits that the referenced entry form document speaks for itself and is the best evidence of the allegations in paragraph 34. Defendant does not accept and reserves the right to challenge any interpretation of the meaning of the document referenced by plaintiff

35. Defendant denies the allegations, in part, as they are false; defendant believes that 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. Defendant submits that the referenced entry form document speaks for itself and is the best evidence of the allegations in paragraph 35. Defendant does not accept and reserves the right to challenge any interpretation of the meaning of the document referenced by plaintiff.

36. Defendant neither admits nor denies the allegations as it is without sufficient knowledge and information to form a belief as to the truth thereof but leaves plaintiff to her proofs.

37. Defendant neither admits nor denies the allegations as it is without sufficient knowledge and information to form a belief as to the truth thereof but leaves plaintiff to her proofs.

38. Defendant denies the allegations, in part, as they are false; defendant believes that 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. Upon information and belief, defendant admits only that Skye Yelsky Williams rode the horse "A Kalisto Baceo" in Arabian Hunter Pleasure JTR 13 & Under."

39. Defendant denies the allegations, in part, as they are false; defendant believes that 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. Defendant neither admits nor denies the remaining allegations as it is without sufficient knowledge and information to form a belief as to the truth thereof but leaves plaintiff to her proofs.

40. Defendant admits that plaintiff was retained to judge the MSU Summer Showcase on July 9, 2010, which would include classes taking place that day. To the extent that the referenced Half-Arabian class took place that day, plaintiff would have been the judge.

41. Defendant denies the allegations as they are false. Defendant believes that 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.

42. Defendant neither admits nor denies the allegations as it is without sufficient knowledge and information to form a belief as to the truth thereof but leaves plaintiff to her proofs.

43. Defendant neither admits nor denies the allegations as it is without sufficient knowledge and information to form a belief as to the truth thereof but leaves plaintiff to her proofs.

44. Defendant neither admits nor denies the allegations as it is without sufficient knowledge and information to form a belief as to the truth thereof but leaves plaintiff to her proofs.

45. Defendant neither admits nor denies the allegations as it is without sufficient knowledge and information to form a belief as to the truth thereof but leaves plaintiff to her proofs.

46. Defendant neither admits nor denies the allegations as it is without sufficient knowledge and information to form a belief as to the truth thereof but leaves plaintiff to her proofs.

47. Defendant neither admits nor denies the allegations contained in paragraph 47, 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, defendant neither admits nor denies the allegations regarding plaintiff's alleged damages and losses as defendant is without sufficient knowledge and information to form a belief as to the truth thereof but leaves plaintiff to her proofs. Defendant denies the allegations as they are false to the extent that they state, suggest, or

infer that this defendant is liable for any alleged damages, breached any duty owed to the plaintiff and/or that defendant is liable in any way.

COUNT I
MSU SUMMER SHOWCASE - NEGLIGENCE

48. Defendant adopts by reference its Answers to paragraphs 1 through 47 of the First Amended Complaint as if fully set forth herein.

49. Defendant neither admits nor denies the allegations contained in paragraph 49, referring to alleged legal duties applicable to the show or its management as they are not allegations of fact but rather conclusions of law for which no answer is required. Further answering, defendant denies the allegations as they are false to the extent that they state, suggest, or infer that defendant violated any legal duties.

50. Defendant neither admits nor denies the allegations contained in paragraph 50, including sub-parts (a) through (e), referring to alleged legal duties and breaches of duties applicable to the show or its management as they are not allegations of fact but rather conclusions of law for which no answer is required. Further answering, defendant denies the allegations as they are false to the extent that they state, suggest, or infer that defendant breached or violated any legal duties.

51. Defendant neither admits nor denies the allegations contained in paragraph 51, referring to "as 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, defendant denies the allegations as they are false to the extent that they state, suggest, or infer that defendant violated any legal duties or committed any negligent or unlawful acts or omissions. Finally, defendant neither admits nor denies the allegations regarding plaintiff's alleged damages as defendant is without sufficient knowledge and information to form a belief as to the truth thereof but leaves plaintiff to her

proofs; defendant denies the allegations as they are false to the extent that they state, suggest, or infer that this defendant is liable for any alleged damages, breached any duty owed to the plaintiff and/or that defendant is liable in any way.

WHEREFORE, defendant MSU Summer Showcase respectfully requests that this Honorable Court enter an Order dismissing the plaintiff's First Amended Complaint in its entirety and awarding defendant its court costs, including attorney's fees.

COUNT II
MSU SUMMER SHOWCASE - EQUINE ACTIVITY LIABILITY ACT

52. Defendant adopts by reference its Answers to paragraphs 1 through 51 of the First Amended Complaint as if fully set forth herein.

53. Defendant denies the allegations as they are false.

54. Defendant neither admits nor denies the allegations contained in paragraph 54, 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, defendant submits that the terms and provisions of the Act, MCL § 691.1665(b) or others, speak for themselves. Defendant denies that MCL § 691.1665(b) applies to this defendant, anyhow, since it defendant did not "provide" an equine. Finally, defendant does not accept and reserves 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.

55. Defendant neither admits nor denies the allegations contained in paragraph 55, 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, defendant submits that the terms and provisions of the Act, MCL § 691.1665(d) or others, speak for themselves. Finally, defendant does not accept and reserves 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.

56. Defendant neither admits nor denies the allegations contained in paragraph 56, referring to alleged legal duties and/or breaches of duties applicable to the show or its management as they are not allegations of fact but, rather, conclusions of law for which no answer is required. Further answering, defendant denies the allegations as they are false to the extent that they state, suggest, or infer that defendant breached or violated any legal duties.

57. Defendant neither admits nor denies the allegations contained in paragraph 57, including sub-parts (a) through (e), referring to alleged breaches of duties applicable to the show or its management as they are not allegations of fact but, rather, conclusions of law for which no answer is required. Further answering, defendant denies the allegations as they are false to the extent that they state, suggest, or infer that defendant breached or violated any legal duties.

58. Defendant neither admits nor denies the allegations contained in paragraph 58, referring to "as 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, defendant denies the allegations as they are false to the extent that they state, suggest, or infer that defendant violated any legal duties or committed any negligent or unlawful acts or omissions. Finally, defendant neither admits nor denies the allegations regarding plaintiff's alleged damages as defendant is without sufficient knowledge and information to form a belief as to the truth thereof but leaves plaintiff to her proofs; defendant denies the allegations as they are false to the extent that they state, suggest, or infer that this defendant is liable for any alleged damages, breached any duty owed to the plaintiff and/or that defendant is liable in any way.

WHEREFORE, defendant MSU Summer Showcase respectfully requests that this Honorable Court enter an Order dismissing the plaintiff's First Amended Complaint in its entirety and awarding defendant its court costs, including attorney's fees.

COUNT III
MICHIGAN STATE UNIVERSITY - NEGLIGENCE

59. Defendant adopts by reference its Answers to paragraphs 1 through 58 of the First Amended Complaint as if fully set forth herein. Defendant, in particular but not by way of limitation, adopts by reference its Answers to paragraphs 1 through 58 of the First Amended Complaint as applicable to all allegations against co-defendant Michigan State University.

60. Defendant neither admits nor denies the allegations in paragraph 60 of the First Amended Complaint as they are asserted against a different party, Michigan State University, a Michigan corporation, and, as pled, have no application to this defendant.

61. Defendant neither admits nor denies the allegations in paragraph 61 of the First Amended Complaint as they are asserted against a different party, Michigan State University, a Michigan corporation, and, as pled, have no application to this defendant.

62. Defendant neither admits nor denies the allegations in paragraph 62 of the First Amended Complaint as they are asserted against a different party, Michigan State University, a Michigan corporation, and, as pled, have no application to this defendant.

WHEREFORE, defendant MSU Summer Showcase respectfully requests that this Honorable Court enter an Order dismissing the plaintiff's First Amended Complaint in its entirety and awarding defendant its court costs, including attorney's fees.

COUNT IV
MICHIGAN STATE UNIVERSITY - EQUINE ACTIVITY LIABILITY ACT

63. This Defendant adopts by reference its Answers to paragraphs 1 through 62 of the First Amended Complaint as if fully set forth herein. Defendant, in particular but not by way of limitation, adopts by reference its Answers to paragraphs 1 through 58 of the First Amended Complaint as applicable to all allegations against co-defendant Michigan State University.

64. Defendant neither admits nor denies the allegations in paragraph 64 of the First Amended Complaint as they are asserted against a different party, Michigan State University, a Michigan corporation, and, as pled, have no application to this defendant.

65. Defendant neither admits nor denies the allegations in paragraph 65 of the First Amended Complaint as they are asserted against a different party, Michigan State University, a Michigan corporation, and, as pled, have no application to this defendant.

66. Defendant neither admits nor denies the allegations in paragraph 66 of the First Amended Complaint as they are asserted against a different party, Michigan State University, a Michigan corporation, and, as pled, have no application to this defendant.

67. Defendant neither admits nor denies the allegations in paragraph 67 of the First Amended Complaint as they are asserted against a different party, Michigan State University, a Michigan corporation, and, as pled, have no application to this defendant.

68. Defendant neither admits nor denies the allegations in paragraph 68 of the First Amended Complaint as they are asserted against a different party, Michigan State University, a Michigan corporation, and, as pled, have no application to this defendant.

69. Defendant neither admits nor denies the allegations in paragraph 69 of the First Amended Complaint as they are asserted against a different party, Michigan State University, a Michigan corporation, and, as pled, have no application to this defendant.

WHEREFORE, defendant MSU Summer Showcase respectfully requests that this Honorable Court enter an Order dismissing the plaintiff's First Amended Complaint in its entirety and awarding defendant its court costs, including attorney's fees.

COUNT V
A. KRISTINA BURKHART - NEGLIGENCE

70. Defendant adopts by reference its Answers to paragraphs 1 through 69 of the First Amended Complaint as if fully set forth herein. Defendant, in particular but not by way of limitation, adopts by reference its Answers to paragraphs 1 through 58 of the First Amended Complaint as applicable to all allegations against co-defendant A. Kristina Burkhardt.

71. Defendant neither admits nor denies the allegations in paragraph 71 of the First Amended Complaint as they are asserted against a different party, A. Kristina Burkhardt, and, as pled, have no application to this defendant.

72. Defendant neither admits nor denies the allegations in paragraph 72 of the First Amended Complaint as they are asserted against a different party, A. Kristina Burkhardt, and, as pled, have no application to this defendant.

73. Defendant neither admits nor denies the allegations in paragraph 73 of the First Amended Complaint as they are asserted against a different party, A. Kristina Burkhardt, and, as pled, have no application to this defendant.

WHEREFORE, defendant MSU Summer Showcase respectfully requests that this Honorable Court enter an Order dismissing the plaintiff's First Amended Complaint in its entirety and awarding defendant its court costs, including attorney's fees.

COUNT VI
A. KRISTINA BURKHART - EQUINE ACTIVITY LIABILITY ACT

74. Defendant adopts by reference its Answers to paragraphs 1 through 73 of the First Amended Complaint as if fully set forth herein. Defendant, in particular but not by way of

limitation, adopts by reference its Answers to paragraphs 1 through 58 of the First Amended Complaint as applicable to all allegations against co-defendant A. Kriistina Burkhart.

75. Defendant neither admits nor denies the allegations in paragraph 75 of the First Amended Complaint as they are asserted against a different party, A. Kriistina Burkhart, and, as pled, have no application to this defendant.

76. Defendant neither admits nor denies the allegations in paragraph 76 of the First Amended Complaint as they are asserted against a different party, A. Kriistina Burkhart, and, as pled, have no application to this defendant.

77. Defendant neither admits nor denies the allegations in paragraph 77 of the First Amended Complaint as they are asserted against a different party, A. Kriistina Burkhart, and, as pled, have no application to this defendant.

78. Defendant neither admits nor denies the allegations in paragraph 78 of the First Amended Complaint as they are asserted against a different party, A. Kriistina Burkhart, and, as pled, have no application to this defendant.

79. Defendant neither admits nor denies the allegations in paragraph 79 of the First Amended Complaint as they are asserted against a different party, A. Kriistina Burkhart, and, as pled, have no application to this defendant.

80. Defendant neither admits nor denies the allegations in paragraph 80 of the First Amended Complaint as they are asserted against a different party, A. Kriistina Burkhart, and, as pled, have no application to this defendant.

81. Defendant neither admits nor denies the allegations in paragraph 81 of the First Amended Complaint as they are asserted against a different party, A. Kriistina Burkhart, and, as pled, have no application to this defendant.

82. Defendant neither admits nor denies the allegations in paragraph 82 of the First Amended Complaint as they are asserted against a different party, A. Kriistina Burkhart, and, as pled, have no application to this defendant.

WHEREFORE, defendant MSU Summer Showcase respectfully requests that this Honorable Court enter an Order dismissing the plaintiff's First Amended Complaint in its entirety and awarding defendant its court costs, including attorney's fees.

COUNT VII
CLASSICALA FARM, INC. - NEGLIGENCE

83. Defendant adopts by reference its Answers to paragraphs 1 through 82 of the First Amended Complaint as if fully set forth herein. Defendant, in particular but not by way of limitation, adopts by reference its Answers to paragraphs 1 through 58 of the First Amended Complaint as applicable to all allegations against co-defendant Classicala Farm, Inc.

84. Defendant neither admits nor denies the allegations in paragraph 84 of the First Amended Complaint as they are asserted against a different party, Classicala Farm, Inc., and, as pled, have no application to this defendant.

85. Defendant neither admits nor denies the allegations in paragraph 85 of the First Amended Complaint as they are asserted against a different party, Classicala Farm, Inc., and, as pled, have no application to this defendant.

86. Defendant neither admits nor denies the allegations in paragraph 86 of the First Amended Complaint as they are asserted against a different party, Classicala Farm, Inc., and, as pled, have no application to this defendant.

WHEREFORE, defendant MSU Summer Showcase respectfully requests that this Honorable Court enter an Order dismissing the plaintiff's First Amended Complaint in its entirety and awarding defendant its court costs, including attorney's fees.

COUNT VIII
CLASSICALA FARM, INC. - EQUINE ACTIVITY LIABILITY ACT

87. Defendant adopts by reference its Answers to paragraphs 1 through 86 of the First Amended Complaint as if fully set forth herein. Defendant, in particular but not by way of limitation, adopts by reference its Answers to paragraphs 1 through 58 of the First Amended Complaint as applicable to all allegations against co-defendant Classicala Farm, Inc.

88. Defendant neither admits nor denies the allegations in paragraph 88 of the First Amended Complaint as they are asserted against a different party, Classicala Farm, Inc., and, as pled, have no application to this defendant.

89. Defendant neither admits nor denies the allegations in paragraph 89 of the First Amended Complaint as they are asserted against a different party, Classicala Farm, Inc., and, as pled, have no application to this defendant.

90. Defendant neither admits nor denies the allegations in paragraph 90 of the First Amended Complaint as they are asserted against a different party, Classicala Farm, Inc., and, as pled, have no application to this defendant.

91. Defendant neither admits nor denies the allegations in paragraph 91 of the First Amended Complaint as they are asserted against a different party, Classicala Farm, Inc., and, as pled, have no application to this defendant.

92. Defendant neither admits nor denies the allegations in paragraph 92 of the First Amended Complaint as they are asserted against a different party, Classicala Farm, Inc., and, as pled, have no application to this defendant.

93. Defendant neither admits nor denies the allegations in paragraph 93 of the First Amended Complaint as they are asserted against a different party, Classicala Farm, Inc., and, as pled, have no application to this defendant.

94. Defendant neither admits nor denies the allegations in paragraph 94 of the First Amended Complaint as they are asserted against a different party, Classicala Farm, Inc., and, as pled, have no application to this defendant.

95. Defendant neither admits nor denies the allegations in paragraph 95 of the First Amended Complaint as they are asserted against a different party, Classicala Farm, Inc., and, as pled, have no application to this defendant.

WHEREFORE, defendant MSU Summer Showcase respectfully requests that this Honorable Court enter an Order dismissing the plaintiff's First Amended Complaint in its entirety and awarding defendant its court costs, including attorney's fees.

COUNT IX
HOLLY BORDEAU - NEGLIGENCE

96. Defendant adopts by reference its Answers to paragraphs 1 through 95 of the First Amended Complaint as if fully set forth herein. Defendant, in particular but not by way of limitation, adopts by reference its Answers to paragraphs 1 through 58 of the First Amended Complaint as applicable to all allegations against co-defendant Holly Bordeau.

97. Defendant neither admits nor denies the allegations in paragraph 97 of the First Amended Complaint as they are asserted against a different party, Holly Bordeau, and, as pled, have no application to this defendant.

98. Defendant neither admits nor denies the allegations in paragraph 98 of the First Amended Complaint as they are asserted against a different party, Holly Bordeau, and, as pled, have no application to this defendant.

99. Defendant neither admits nor denies the allegations in paragraph 99 of the First Amended Complaint as they are asserted against a different party, Holly Bordeau, and, as pled, have no application to this defendant.

WHEREFORE, defendant MSU Summer Showcase respectfully requests that this Honorable Court enter an Order dismissing the plaintiff's First Amended Complaint in its entirety and awarding defendant its court costs, including attorney's fees.

COUNT X
HOLLY BORDEAU - EQUINE ACTIVITY LIABILITY ACT

100. Defendant adopts by reference its Answers to paragraphs 1 through 99 of the First Amended Complaint as if fully set forth herein. Defendant, in particular but not by way of limitation, adopts by reference its Answers to paragraphs 1 through 58 of the First Amended Complaint as applicable to all allegations against co-defendant Holly Bordeau.

101. Defendant neither admits nor denies the allegations in paragraph 101 of the First Amended Complaint as they are asserted against a different party, Holly Bordeau, and, as pled, have no application to this defendant.

102. Defendant neither admits nor denies the allegations in paragraph 102 of the First Amended Complaint as they are asserted against a different party, Holly Bordeau, and, as pled, have no application to this defendant.

103. Defendant neither admits nor denies the allegations in paragraph 103 of the First Amended Complaint as they are asserted against a different party, Holly Bordeau, and, as pled, have no application to this defendant.

104. Defendant neither admits nor denies the allegations in paragraph 104 of the First Amended Complaint as they are asserted against a different party, Holly Bordeau, and, as pled, have no application to this defendant.

105. Defendant neither admits nor denies the allegations in paragraph 105 of the First Amended Complaint as they are asserted against a different party, Holly Bordeau, and, as pled, have no application to this defendant.

106. Defendant neither admits nor denies the allegations in paragraph 106 of the First Amended Complaint as they are asserted against a different party, Holly Bordeau, and, as pled, have no application to this defendant.

107. Defendant neither admits nor denies the allegations in paragraph 107 of the First Amended Complaint as they are asserted against a different party, Holly Bordeau, and, as pled, have no application to this defendant.

108. Defendant neither admits nor denies the allegations in paragraph 108 of the First Amended Complaint as they are asserted against a different party, Holly Bordeau, and, as pled, have no application to this defendant.

WHEREFORE, defendant MSU Summer Showcase respectfully requests that this Honorable Court enter an Order dismissing the plaintiff's First Amended Complaint in its entirety and awarding defendant its court costs, including attorney's fees.

COUNT XI
JUDY YELSKY, As Mother and Next Friend of SKYE YELSY WILLIAMS -
NEGLIGENCE

109. Defendant adopts by reference its Answers to paragraphs 1 through 108 of the First Amended Complaint as if fully set forth herein. Defendant, in particular but not by way of limitation, adopts by reference its Answers to paragraphs 1 through 58 of the First Amended Complaint as applicable to all allegations against co-defendant Judy Yelsky.

110. Defendant neither admits nor denies the allegations in paragraph 110 of the First Amended Complaint as they are asserted against a different party, Judy Yelsky, as Mother and Next Friend of Skye Yelsky Williams, and, as pled, have no application to this defendant.

111. Defendant neither admits nor denies the allegations in paragraph 111 of the First Amended Complaint as they are asserted against a different party, Judy Yelsky, as Mother and Next Friend of Skye Yelsky Williams, and, as pled, have no application to this defendant.

112. Defendant neither admits nor denies the allegations in paragraph 112 of the First Amended Complaint as they are asserted against a different party, Judy Yelsky, as Mother and Next Friend of Skye Yelsky Williams, and, as pled, have no application to this defendant.

WHEREFORE, defendant MSU Summer Showcase respectfully requests that this Honorable Court enter an Order dismissing the plaintiff's First Amended Complaint in its entirety and awarding defendant its court costs, including attorney's fees.

COUNT XII
JUDY YELSKY, As Mother and Next Friend of SKYE YELSKY WILLIAMS -
EQUINE ACTIVITY LIABILITY ACT

113. This Defendant adopts by reference its Answers to paragraphs 1 through 112 of the First Amended Complaint as if fully set forth herein. Defendant, in particular but not by way of limitation, adopts by reference its Answers to paragraphs 1 through 58 of the First Amended Complaint as applicable to all allegations against co-defendant Judy Yelsky.

114. Defendant neither admits nor denies the allegations in paragraph 114 of the First Amended Complaint as they are asserted against a different party, Judy Yelsky, as Mother and Next Friend of Skye Yelsky Williams, and, as pled, have no application to this defendant.

115. Defendant neither admits nor denies the allegations in paragraph 115 of the First Amended Complaint as they are asserted against a different party, Judy Yelsky, as Mother and Next Friend of Skye Yelsky Williams, and, as pled, have no application to this defendant.

116. Defendant neither admits nor denies the allegations in paragraph 116 of the First Amended Complaint as they are asserted against a different party, Judy Yelsky, as Mother and Next Friend of Skye Yelsky Williams, and, as pled, have no application to this defendant.

117. Defendant neither admits nor denies the allegations in paragraph 117 of the First Amended Complaint as they are asserted against a different party, Judy Yelsky, as Mother and Next Friend of Skye Yelsky Williams, and, as pled, have no application to this defendant.

WHEREFORE, defendant MSU Summer Showcase respectfully requests that this Honorable Court enter an Order dismissing the plaintiff's First Amended Complaint in its entirety and awarding defendant its court costs, including attorney's fees.

COUNT XIII
JUDY YELSKY - NEGLIGENCE

118. This Defendant adopts by reference its Answers to paragraphs 1 through 117 of the First Amended Complaint as if fully set forth herein. Defendant, in particular but not by way of limitation, adopts by reference its Answers to paragraphs 1 through 58 of the First Amended Complaint as applicable to all allegations against co-defendant Judy Yelsky.

119. Defendant neither admits nor denies the allegations in paragraph 119 of the First Amended Complaint as they are asserted against a different party, Judy Yelsky, and, as pled, have no application to this defendant.

120. Defendant neither admits nor denies the allegations in paragraph 120 of the First Amended Complaint as they are asserted against a different party, Judy Yelsky, and, as pled, have no application to this defendant.

121. Defendant neither admits nor denies the allegations in paragraph 121 of the First Amended Complaint as they are asserted against a different party, Judy Yelsky, and, as pled, have no application to this defendant.

WHEREFORE, defendant MSU Summer Showcase respectfully requests that this Honorable Court enter an Order dismissing the plaintiff's First Amended Complaint in its entirety and awarding defendant its court costs, including attorney's fees.

COUNT XIV
JUDY YELSKY - EQUINE ACTIVITY LIABILITY ACT

122. This Defendant adopts by reference its Answers to paragraphs 1 through 121 of the First Amended Complaint as if fully set forth herein. Defendant, in particular but not by way

of limitation, adopts by reference its Answers to paragraphs 1 through 58 of the First Amended Complaint as applicable to all allegations against co-defendant Judy Yelsky.

123. Defendant neither admits nor denies the allegations in paragraph 123 of the First Amended Complaint as they are asserted against a different party, Judy Yelsky, and, as pled, have no application to this defendant.

124. Defendant neither admits nor denies the allegations in paragraph 124 of the First Amended Complaint as they are asserted against a different party, Judy Yelsky, and, as pled, have no application to this defendant.

125. Defendant neither admits nor denies the allegations in paragraph 125 of the First Amended Complaint as they are asserted against a different party, Judy Yelsky, and, as pled, have no application to this defendant.

126. Defendant neither admits nor denies the allegations in paragraph 126 of the First Amended Complaint as they are asserted against a different party, Judy Yelsky, and, as pled, have no application to this defendant.

WHEREFORE, defendant MSU Summer Showcase respectfully requests that this Honorable Court enter an Order dismissing the plaintiff's First Amended Complaint in its entirety and awarding defendant its court costs, including attorney's fees.

FOSTER, SWIFT, COLLINS & SMITH, P.C.
Attorneys for Defendant MSU Summer Showcase

Dated: December 6, 2011

By: /s/ Julie I. Fershtman
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AFFIRMATIVE DEFENSES

In further answer, and by way of affirmative defense, defendant MSU Summer Showcase, by its attorneys Foster, Swift, Collins & Smith, P.C., states that it will or may reply 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 First Amended Complaint is barred, in whole or in part, since the 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 First Amended Complaint is barred, in whole or in part, since this defendant did not breach any duties owed to plaintiff.
- D. Plaintiff's First 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, MCL § 691.1661, *et seq.*, which is the plaintiff's exclusive remedy for such an equine-related matter.
- E. Plaintiff's First 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, MCL § 691.1661, *et seq.*
- F. Plaintiff's First Amended Complaint is barred, in whole or in part, by the Michigan Equine Activity Liability Act, MCL § 691.1661, *et seq.*, and defendant claims all rights, privileges, and immunities available under this statute.
- G. Plaintiff's First Amended Complaint is barred, in whole or in part, since plaintiff has failed to mitigate her damages.

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

I. Alternatively, plaintiff's First Amended Complaint is barred, in whole or in part, since damages alleged in the First Amended Complaint were proximately caused by the negligence or culpable acts of others over whom defendant has no control.

J. Plaintiff's First Amended Complaint is barred, in whole or in part, since the Arabian mare at issue, to defendant's knowledge, information, and belief, demonstrated 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, that was a decision for plaintiff, as the judge to make and not that of the show management.

K. Plaintiff's First Amended Complaint is barred, in whole or in part, since it fails to state legally-cognizable duties breached by this defendant.

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

M. Plaintiff's First Amended Complaint is barred, in whole or in part, since this defendant took all reasonable precautions and measures and exercised the required degree of care.

N. Plaintiff's First Amended Complaint is barred, in whole or in part, since this defendant is entitled to indemnification from one or more parties in this case and or others not presently known to this defendant.

O. 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 the defendant, therefore,

is 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. Defendant claims all rights available under all applicable collateral source rules.

P. Defendant claims 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.

Q. Plaintiff's First Amended Complaint is barred, in whole or in part, since plaintiff has suffered no monetary damages attributable to any alleged acts or omissions of this defendant.

R. Plaintiff's First 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.

S. Plaintiff's First Amended Complaint is barred, in whole or in part, since this defendant is entitled to immunity, including governmental immunity, qualified immunity, and/or absolute immunity.

T. Plaintiff's First Amended Complaint is barred, in whole or in part, by the equitable doctrines of laches, waiver, estoppel, and/or unclean hands.

U. Plaintiff's First Amended Complaint is barred, in whole or in part, since plaintiff may have signed a waiver or release with defendant or with an entity legally affiliated with this defendant, including but not limited to the Arabian Horse Association, U.S. Equestrian Federation, U.S. Dressage Federation, and/or others and whose provisions extend to the benefit of this defendant.

V. Defendant reserves the right to amend its Answer to plead further or other Affirmative Defenses after a reasonable opportunity for discovery.

FOSTER, SWIFT, COLLINS & SMITH, P.C.
Attorneys for Def. MSU Summer Showcase, only

Dated: December 6, 2011

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RELIANCE ON JURY DEMAND

Defendant MSU Summer Showcase, by its attorneys Foster, Swift, Collins & Smith, P.C., relies 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 Def. MSU Summer Showcase, only

Dated: December 6, 2011

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CERTIFICATE OF SERVICE

I hereby certify that on December 6, 2011, I electronically filed the foregoing *MSU Summer Showcase's Answer to First Amended Complaint, Affirmative Defenses, and Reliance on Jury Demand* with the Clerk of the Court using the ECF system, which will send notification of such filing to the following: (1) Paul Edward Shibley; (2) Mark A. LaRose and Joseph A. Bosco; and (3) Michael J. Kiley, and I hereby certify that I have mailed by United States Postal Service the same to the following non-ECF participants: Holly Bordeau, *In Pro Per*, 6054 Oakpoint Road, Jackson MI 49201-8530.

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