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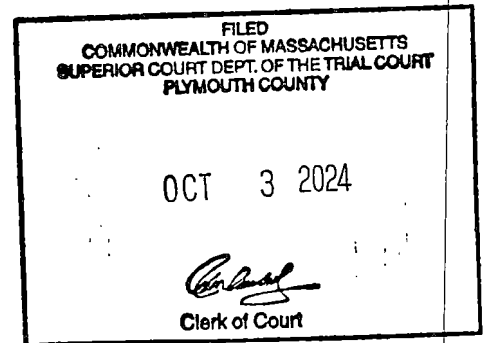
PLYMOUTH, ss.

SUPERIOR COURT DEPARTMENT  
C.A. No.: 2483CV00692

PAUL O'KEEFE, AS PERSONAL REPRESENTATIVE  
OF THE ESTATE OF JOHN JOSEPH O'KEEFE III;  
PAUL O'KEEFE, INDIVIDUALLY; JOHN O'KEEFE II;  
MARGARET O'KEEFE; and MARGARET O'KEEFE AS  
GRANDPARENT/ GUARDIAN OF KAYLEY FURBUSH;  
Plaintiffs,

v.

C&C HOSPITALITY, LLC d/b/a C.F. MCCARTHY'S;  
G&S HOSPITALITY, LLC d/b/a C.F. MCCARTHY'S;  
WATERFALL BAR & GRILL, LTD d/b/a  
WATERFALL BAR & GRILL; and KAREN READ;  
Defendants.



**DEFENDANT WATERFALL BAR & GRILL, LTD d/b/a**  
**WATERFALL BAR & GRILL'S ANSWER TO COMPLAINT**

The Defendant, Waterfall Bar & Grill, LTD, d/b/a Waterfall Bar & Grill, hereby responds  
to the allegations in the Complaint filed by the Plaintiffs as follows:

**PARTIES/JURISDICTION**

1. The Defendant, Waterfall Bar & Grill, LTD d/b/a Waterfall Bar & Grill, denies the allegations contained in paragraph 1 of the Plaintiffs' Complaint for lack of sufficient knowledge to form a belief as to the truth or falsity thereof.
2. The Defendant, Waterfall Bar & Grill, LTD d/b/a Waterfall Bar & Grill, denies the allegations contained in paragraph 2 of the Plaintiffs' Complaint for lack of sufficient knowledge to form a belief as to the truth or falsity thereof.
3. The Defendant, Waterfall Bar & Grill, LTD d/b/a Waterfall Bar & Grill, denies the allegations contained in paragraph 3 of the Plaintiffs' Complaint for lack of sufficient knowledge to form a belief as to the truth or falsity thereof.

4. The Defendant, Waterfall Bar & Grill, LTD d/b/a Waterfall Bar & Grill, denies the allegations contained in paragraph 4 of the Plaintiffs' Complaint for lack of sufficient knowledge to form a belief as to the truth or falsity thereof.
5. The Defendant, Waterfall Bar & Grill, LTD d/b/a Waterfall Bar & Grill, denies the allegations contained in paragraph 5 of the Plaintiffs' Complaint for lack of sufficient knowledge to form a belief as to the truth or falsity thereof.
6. The Defendant, Waterfall Bar & Grill, LTD d/b/a Waterfall Bar & Grill, admits the allegations contained in paragraph 6 of the Plaintiffs' Complaint.
7. The Defendant, Waterfall Bar & Grill, LTD d/b/a Waterfall Bar & Grill, denies the allegations contained in paragraph 7 of the Plaintiffs' Complaint for lack of sufficient knowledge to form a belief as to the truth or falsity thereof.

**FACTS**

8. The Defendant, Waterfall Bar & Grill, LTD d/b/a Waterfall Bar & Grill, incorporates by reference as though fully set forth herein its answers to paragraphs 1 through 7.
9. The Defendant, Waterfall Bar & Grill, LTD d/b/a Waterfall Bar & Grill, denies the allegations contained in paragraph 9 of the Plaintiffs' Complaint for lack of sufficient knowledge to form a belief as to the truth or falsity thereof.
10. The Defendant, Waterfall Bar & Grill, LTD d/b/a Waterfall Bar & Grill, denies the allegations contained in paragraph 10 of the Plaintiffs' Complaint for lack of sufficient knowledge to form a belief as to the truth or falsity thereof.
11. The Defendant, Waterfall Bar & Grill, LTD d/b/a Waterfall Bar & Grill, denies the allegations contained in paragraph 11 of the Plaintiffs' Complaint for lack of sufficient knowledge to form a belief as to the truth or falsity thereof.

12. The Defendant, Waterfall Bar & Grill, LTD d/b/a Waterfall Bar & Grill, denies the allegations contained in paragraph 12 of the Plaintiffs' Complaint for lack of sufficient knowledge to form a belief as to the truth or falsity thereof.
13. The Defendant, Waterfall Bar & Grill, LTD d/b/a Waterfall Bar & Grill, denies the allegations contained in paragraph 13 of the Plaintiffs' Complaint for lack of sufficient knowledge to form a belief as to the truth or falsity thereof.
14. The Defendant, Waterfall Bar & Grill, LTD d/b/a Waterfall Bar & Grill, denies the allegations contained in paragraph 14 of the Plaintiffs' Complaint for lack of sufficient knowledge to form a belief as to the truth or falsity thereof.
15. The Defendant, Waterfall Bar & Grill, LTD d/b/a Waterfall Bar & Grill, denies the allegations contained in paragraph 15 of the Plaintiffs' Complaint for lack of sufficient knowledge to form a belief as to the truth or falsity thereof.
16. The Defendant, Waterfall Bar & Grill, LTD d/b/a Waterfall Bar & Grill, denies the allegations contained in paragraph 16 of the Plaintiffs' Complaint for lack of sufficient knowledge to form a belief as to the truth or falsity thereof.
17. The Defendant, Waterfall Bar & Grill, LTD d/b/a Waterfall Bar & Grill, denies the allegations contained in paragraph 17 of the Plaintiffs' Complaint for lack of sufficient knowledge to form a belief as to the truth or falsity thereof.
18. The Defendant, Waterfall Bar & Grill, LTD d/b/a Waterfall Bar & Grill, denies the allegations contained in paragraph 18 of the Plaintiffs' Complaint for lack of sufficient knowledge to form a belief as to the truth or falsity thereof.

19. The Defendant, Waterfall Bar & Grill, LTD d/b/a Waterfall Bar & Grill, denies the allegations contained in paragraph 19 of the Plaintiffs' Complaint for lack of sufficient knowledge to form a belief as to the truth or falsity thereof.
20. The Defendant, Waterfall Bar & Grill, LTD d/b/a Waterfall Bar & Grill, denies the allegations contained in paragraph 20 of the Plaintiffs' Complaint for lack of sufficient knowledge to form a belief as to the truth or falsity thereof.
21. The Defendant, Waterfall Bar & Grill, LTD d/b/a Waterfall Bar & Grill, denies the allegations contained in paragraph 21 of the Plaintiffs' Complaint for lack of sufficient knowledge to form a belief as to the truth or falsity thereof.
22. The Defendant, Waterfall Bar & Grill, LTD d/b/a Waterfall Bar & Grill, denies the allegations contained in paragraph 22 of the Plaintiffs' Complaint for lack of sufficient knowledge to form a belief as to the truth or falsity thereof.
23. The Defendant, Waterfall Bar & Grill, LTD d/b/a Waterfall Bar & Grill, admits the allegations contained in paragraph 23 of the Plaintiffs' Complaint.
24. The Defendant, Waterfall Bar & Grill, LTD d/b/a Waterfall Bar & Grill, denies the allegations contained in paragraph 24 of the Plaintiffs' Complaint.
25. The Defendant, Waterfall Bar & Grill, LTD d/b/a Waterfall Bar & Grill, denies the allegations contained in paragraph 25 of the Plaintiffs' Complaint.
26. The Defendant, Waterfall Bar & Grill, LTD d/b/a Waterfall Bar & Grill, denies the allegations contained in paragraph 26 of the Plaintiffs' Complaint.
27. The Defendant, Waterfall Bar & Grill, LTD d/b/a Waterfall Bar & Grill, denies the allegations contained in paragraph 27 of the Plaintiffs' Complaint for lack of sufficient knowledge to form a belief as to the truth or falsity thereof.

28. The Defendant, Waterfall Bar & Grill, LTD d/b/a Waterfall Bar & Grill, denies the allegations contained in paragraph 28 of the Plaintiffs' Complaint for lack of sufficient knowledge to form a belief as to the truth or falsity thereof.
29. The Defendant, Waterfall Bar & Grill, LTD d/b/a Waterfall Bar & Grill, denies the allegations contained in paragraph 29 of the Plaintiffs' Complaint.
30. The Defendant, Waterfall Bar & Grill, LTD d/b/a Waterfall Bar & Grill, denies the allegations contained in paragraph 30 of the Plaintiffs' Complaint for lack of sufficient knowledge to form a belief as to the truth or falsity thereof.
31. The Defendant, Waterfall Bar & Grill, LTD d/b/a Waterfall Bar & Grill, denies the allegations contained in paragraph 31 of the Plaintiffs' Complaint for lack of sufficient knowledge to form a belief as to the truth or falsity thereof.
32. The Defendant, Waterfall Bar & Grill, LTD d/b/a Waterfall Bar & Grill, denies the allegations contained in paragraph 32 of the Plaintiffs' Complaint for lack of sufficient knowledge to form a belief as to the truth or falsity thereof.
33. The Defendant, Waterfall Bar & Grill, LTD d/b/a Waterfall Bar & Grill, denies the allegations contained in paragraph 33 of the Plaintiffs' Complaint.
34. The Defendant, Waterfall Bar & Grill, LTD d/b/a Waterfall Bar & Grill, denies the allegations contained in paragraph 34 of the Plaintiffs' Complaint for lack of sufficient knowledge to form a belief as to the truth or falsity thereof.
35. The Defendant, Waterfall Bar & Grill, LTD d/b/a Waterfall Bar & Grill, denies the allegations contained in paragraph 35 of the Plaintiffs' Complaint for lack of sufficient knowledge to form a belief as to the truth or falsity thereof.

36. The Defendant, Waterfall Bar & Grill, LTD d/b/a Waterfall Bar & Grill, denies the allegations contained in paragraph 36 of the Plaintiffs' Complaint for lack of sufficient knowledge to form a belief as to the truth or falsity thereof.
37. The Defendant, Waterfall Bar & Grill, LTD d/b/a Waterfall Bar & Grill, denies the allegations contained in paragraph 37(a-f) of the Plaintiffs' Complaint for lack of sufficient knowledge to form a belief as to the truth or falsity thereof.
38. The Defendant, Waterfall Bar & Grill, LTD d/b/a Waterfall Bar & Grill, denies the allegations contained in paragraph 38(a-e) of the Plaintiffs' Complaint for lack of sufficient knowledge to form a belief as to the truth or falsity thereof.
39. The Defendant, Waterfall Bar & Grill, LTD d/b/a Waterfall Bar & Grill, denies the allegations contained in paragraph 39 of the Plaintiffs' Complaint for lack of sufficient knowledge to form a belief as to the truth or falsity thereof.
40. The Defendant, Waterfall Bar & Grill, LTD d/b/a Waterfall Bar & Grill, denies the allegations contained in paragraph 40 of the Plaintiffs' Complaint for lack of sufficient knowledge to form a belief as to the truth or falsity thereof.
41. The Defendant, Waterfall Bar & Grill, LTD d/b/a Waterfall Bar & Grill, denies the allegations contained in paragraph 41 of the Plaintiffs' Complaint for lack of sufficient knowledge to form a belief as to the truth or falsity thereof.
42. The Defendant, Waterfall Bar & Grill, LTD d/b/a Waterfall Bar & Grill, denies the allegations contained in paragraph 42 of the Plaintiffs' Complaint for lack of sufficient knowledge to form a belief as to the truth or falsity thereof.

43. The Defendant, Waterfall Bar & Grill, LTD d/b/a Waterfall Bar & Grill, denies the allegations contained in paragraph 43 of the Plaintiffs' Complaint for lack of sufficient knowledge to form a belief as to the truth or falsity thereof.
44. The Defendant, Waterfall Bar & Grill, LTD d/b/a Waterfall Bar & Grill, denies the allegations contained in paragraph 44 of the Plaintiffs' Complaint for lack of sufficient knowledge to form a belief as to the truth or falsity thereof.
45. The Defendant, Waterfall Bar & Grill, LTD d/b/a Waterfall Bar & Grill, denies the allegations contained in paragraph 45 of the Plaintiffs' Complaint for lack of sufficient knowledge to form a belief as to the truth or falsity thereof.
46. The Defendant, Waterfall Bar & Grill, LTD d/b/a Waterfall Bar & Grill, denies the allegations contained in paragraph 46 of the Plaintiffs' Complaint for lack of sufficient knowledge to form a belief as to the truth or falsity thereof.
47. The Defendant, Waterfall Bar & Grill, LTD d/b/a Waterfall Bar & Grill, denies the allegations contained in paragraph 47 of the Plaintiffs' Complaint for lack of sufficient knowledge to form a belief as to the truth or falsity thereof.
48. The Defendant, Waterfall Bar & Grill, LTD d/b/a Waterfall Bar & Grill, denies the allegations contained in paragraph 48 of the Plaintiffs' Complaint.
49. Insofar as the allegations in paragraph 49 of the Plaintiffs' Complaint call for a legal conclusion, no response is required. To the extent that a response is required, the allegations are denied in their entirety.
50. The Defendant, Waterfall Bar & Grill, LTD d/b/a Waterfall Bar & Grill, denies the allegations contained in paragraph 50 of the Plaintiffs' Complaint.

51. The Defendant, Waterfall Bar & Grill, LTD d/b/a Waterfall Bar & Grill, denies the allegations contained in paragraph 51 of the Plaintiffs' Complaint.
52. The Defendant, Waterfall Bar & Grill, LTD d/b/a Waterfall Bar & Grill, denies the allegations contained in paragraph 52 of the Plaintiffs' Complaint for lack of sufficient knowledge to form a belief as to the truth or falsity thereof.
53. Paragraph 53 makes a statement purporting to establish Plaintiffs' purpose in filing this complaint, to which no response is required. To the extent that a response is required, the allegations are denied in their entirety.

**COUNT I**

**The Estate of John Joseph O'Keefe III v. C.F. McCarthy's — WRONGFUL DEATH  
M.G.L. c. 229, § 2**

54. The Defendant, Waterfall Bar & Grill, LTD d/b/a Waterfall Bar & Grill, incorporates by reference as though fully set forth herein its answers to paragraphs 1 through 53.
55. Insofar as the allegations in paragraph 55 of the Plaintiffs' Complaint call for a legal conclusion, no response is required. To the extent that a response is required, the allegations are denied in their entirety.
56. Insofar as the allegations in paragraph 56 (a-f) of the Plaintiffs' Complaint pertain to another defendant, no response is required. To the extent that a response is required, the allegations are denied in their entirety.
57. Insofar as the allegations in paragraph 57 of the Plaintiffs' Complaint pertain to another defendant, no response is required. To the extent that a response is required, the allegations are denied in their entirety.



58. Insofar as the allegations in paragraph 58 of the Plaintiffs' Complaint pertain to another defendant, no response is required. To the extent that a response is required, the allegations are denied in their entirety.
59. Insofar as the allegations in paragraph 59 of the Plaintiffs' Complaint pertain to another defendant, no response is required. To the extent that a response is required, the allegations are denied in their entirety.
60. Insofar as the allegations in paragraph 60 of the Plaintiffs' Complaint pertain to another defendant, no response is required. To the extent that a response is required, the allegations are denied in their entirety.
61. Insofar as the allegations in paragraph 61 of the Plaintiffs' Complaint pertain to another defendant, no response is required. To the extent that a response is required, the allegations are denied in their entirety.
62. Insofar as the allegations in paragraph 62 of the Plaintiffs' Complaint pertain to another defendant, no response is required. To the extent that a response is required, the allegations are denied in their entirety.
63. Insofar as the allegations in paragraph 63 of the Plaintiffs' Complaint pertain to another defendant, no response is required. To the extent that a response is required, the allegations are denied in their entirety.

## **COUNT II**

### **The Estate of John Joseph O'Keefe III v. Waterfall Bar & Grill, LTD d/b/a Waterfall Bar & Grill — WRONGFUL DEATH M.G.L. c. 229, § 2**

64. The Defendant, Waterfall Bar & Grill, LTD d/b/a Waterfall Bar & Grill, incorporates by reference as though fully set forth herein its answers to paragraphs 1 through 63.

65. The Defendant, Waterfall Bar & Grill, LTD d/b/a Waterfall Bar & Grill, denies the allegations contained in paragraph 65 of the Plaintiffs' Complaint.
66. The Defendant, Waterfall Bar & Grill, LTD d/b/a Waterfall Bar & Grill, denies the allegations contained in paragraph 66(a-f) of the Plaintiffs' Complaint.
67. The Defendant, Waterfall Bar & Grill, LTD d/b/a Waterfall Bar & Grill, denies the allegations contained in paragraph 67 of the Plaintiffs' Complaint.
68. The Defendant, Waterfall Bar & Grill, LTD d/b/a Waterfall Bar & Grill, denies the allegations contained in paragraph 68 of the Plaintiffs' Complaint.
69. The Defendant, Waterfall Bar & Grill, LTD d/b/a Waterfall Bar & Grill, denies the allegations contained in paragraph 69 of the Plaintiffs' Complaint.
70. The Defendant, Waterfall Bar & Grill, LTD d/b/a Waterfall Bar & Grill, denies the allegations contained in paragraph 70 of the Plaintiffs' Complaint.
71. The Defendant, Waterfall Bar & Grill, LTD d/b/a Waterfall Bar & Grill, denies the allegations contained in paragraph 71 of the Plaintiffs' Complaint.
72. The Defendant, Waterfall Bar & Grill, LTD d/b/a Waterfall Bar & Grill, denies the allegations contained in paragraph 72 of the Plaintiffs' Complaint.
73. The Defendant, Waterfall Bar & Grill, LTD d/b/a Waterfall Bar & Grill, denies the allegations contained in paragraph 73 of the Plaintiffs' Complaint.

**COUNT III**

**The Estate of John Joseph O'Keefe III v. Karen Read — WRONGFUL DEATH M.G.L. c. 229, § 2**

74. The Defendant, Waterfall Bar & Grill, LTD d/b/a Waterfall Bar & Grill, incorporates by reference as though fully set forth herein its answers to paragraphs 1 through 73.

75. Insofar as the allegations in paragraph 75 of the Plaintiffs' Complaint pertain to another defendant, no response is required. To the extent that a response is required, the allegations are denied in their entirety.
76. Insofar as the allegations in paragraph 76 of the Plaintiffs' Complaint pertain to another defendant, no response is required. To the extent that a response is required, the allegations are denied in their entirety.
77. Insofar as the allegations in paragraph 77 of the Plaintiffs' Complaint pertain to another defendant, no response is required. To the extent that a response is required, the allegations are denied in their entirety.
78. Insofar as the allegations in paragraph 78 of the Plaintiffs' Complaint pertain to another defendant, no response is required. To the extent that a response is required, the allegations are denied in their entirety.
79. Insofar as the allegations in paragraph 79 of the Plaintiffs' Complaint pertain to another defendant, no response is required. To the extent that a response is required, the allegations are denied in their entirety.

#### **COUNT IV**

##### **Margaret O'Keefe v. C.F. McCarthy's — Negligent Infliction of Emotional Distress**

80. The Defendant, Waterfall Bar & Grill, LTD d/b/a Waterfall Bar & Grill, incorporates by reference as though fully set forth herein its answers to paragraphs 1 through 79.
81. Insofar as the allegations in paragraph 81 of the Plaintiffs' Complaint pertain to another defendant, no response is required. To the extent that a response is required, the allegations are denied in their entirety.

82. Insofar as the allegations in paragraph 82 of the Plaintiffs' Complaint pertain to another defendant, no response is required. However, to the extent that a response is required, the allegations are denied in their entirety.
83. Insofar as the allegations in paragraph 83 of the Plaintiffs' Complaint pertain to another defendant, no response is required. To the extent that a response is required, the allegations are denied in their entirety.
84. Insofar as the allegations in paragraph 84 of the Plaintiffs' Complaint pertain to another defendant, no response is required. To the extent that a response is required, the allegations are denied in their entirety.
85. Insofar as the allegations in paragraph 85 of the Plaintiffs' Complaint pertain to another defendant, no response is required. To the extent that a response is required, the allegations are denied in their entirety.

**COUNT V**

**John O'Keefe v. C.F. McCarthy's — Negligent Infliction of Emotional Distress**

86. The Defendant, Waterfall Bar & Grill, LTD d/b/a Waterfall Bar & Grill, incorporates by reference as though fully set forth herein its answers to paragraphs 1 through 85.
87. Insofar as the allegations in paragraph 87 of the Plaintiffs' Complaint pertain to another defendant, no response is required. To the extent that a response is required, the allegations are denied in their entirety.
88. Insofar as the allegations in paragraph 88 of the Plaintiffs' Complaint pertain to another defendant, no response is required. To the extent that a response is required, the allegations are denied in their entirety.

89. Insofar as the allegations in paragraph 89 of the Plaintiffs' Complaint pertain to another defendant, no response is required. To the extent that a response is required, the allegations are denied in their entirety.
90. Insofar as the allegations in paragraph 90 of the Plaintiffs' Complaint pertain to another defendant, no response is required. To the extent that a response is required, the allegations are denied in their entirety.
91. Insofar as the allegations in paragraph 91 of the Plaintiffs' Complaint pertain to another defendant, no response is required. To the extent that a response is required, the allegations are denied in their entirety.
92. Insofar as the allegations in paragraph 92 of the Plaintiffs' Complaint pertain to another defendant, no response is required. To the extent that a response is required, the allegations are denied in their entirety.

**COUNT VI**

**Paul O'Keefe v. C.F. McCarthy's — Negligent Infliction of Emotional Distress**

93. The Defendant, Waterfall Bar & Grill, LTD d/b/a Waterfall Bar & Grill, incorporates by reference as though fully set forth herein its answers to paragraphs 1 through 92.
94. Insofar as the allegations in paragraph 94 of the Plaintiffs' Complaint pertain to another defendant, no response is required. To the extent that a response is required, the allegations are denied in their entirety.
95. Insofar as the allegations in paragraph 95 of the Plaintiffs' Complaint pertain to another defendant, no response is required. To the extent that a response is required, the allegations are denied in their entirety.

96. Insofar as the allegations in paragraph 96 of the Plaintiffs' Complaint pertain to another defendant, no response is required. To the extent that a response is required, the allegations are denied in their entirety.
97. Insofar as the allegations in paragraph 97 of the Plaintiffs' Complaint pertain to another defendant, no response is required. To the extent that a response is required, the allegations are denied in their entirety.
98. Insofar as the allegations in paragraph 98 of the Plaintiffs' Complaint pertain to another defendant, no response is required. To the extent that a response is required, the allegations are denied in their entirety.
99. Insofar as the allegations in paragraph 99 of the Plaintiffs' Complaint pertain to another defendant, no response is required. To the extent that a response is required, the allegations are denied in their entirety.

#### **COUNT VII**

##### **Margaret O'Keefe v. Waterfall — Negligent Infliction of Emotional Distress**

100. The Defendant, Waterfall Bar & Grill, LTD d/b/a Waterfall Bar & Grill, incorporates by reference as though fully set forth herein its answers to paragraphs 1 through 99.
101. The Defendant, Waterfall Bar & Grill, LTD d/b/a Waterfall Bar & Grill, denies the allegations contained in paragraph 101 of the Plaintiffs' Complaint for lack of sufficient knowledge to form a belief as to the truth or falsity thereof.
102. The Defendant, Waterfall Bar & Grill, LTD d/b/a Waterfall Bar & Grill, denies the allegations contained in paragraph 102 of the Plaintiffs' Complaint for lack of sufficient knowledge to form a belief as to the truth or falsity thereof.

103. The Defendant, Waterfall Bar & Grill, LTD d/b/a Waterfall Bar & Grill, denies the allegations contained in paragraph 103 of the Plaintiffs' Complaint.
104. The Defendant, Waterfall Bar & Grill, LTD d/b/a Waterfall Bar & Grill, denies the allegations contained in paragraph 104 of the Plaintiffs' Complaint.
105. The Defendant, Waterfall Bar & Grill, LTD d/b/a Waterfall Bar & Grill, denies the allegations contained in paragraph 105 of the Plaintiffs' Complaint.
106. The Defendant, Waterfall Bar & Grill, LTD d/b/a Waterfall Bar & Grill, denies the allegations contained in paragraph 106 of the Plaintiffs' Complaint.

**COUNT VIII**

**John O'Keefe v. Waterfall— Negligent Infliction of Emotional Distress**

107. The Defendant, Waterfall Bar & Grill, LTD d/b/a Waterfall Bar & Grill, incorporates by reference as though fully set forth herein its answers to paragraphs 1 through 106.
108. The Defendant, Waterfall Bar & Grill, LTD d/b/a Waterfall Bar & Grill, denies the allegations contained in paragraph 108 of the Plaintiffs' Complaint for lack of sufficient knowledge to form a belief as to the truth or falsity thereof.
109. The Defendant, Waterfall Bar & Grill, LTD d/b/a Waterfall Bar & Grill, denies the allegations contained in paragraph 109 of the Plaintiffs' Complaint for lack of sufficient knowledge to form a belief as to the truth or falsity thereof.
110. The Defendant, Waterfall Bar & Grill, LTD d/b/a Waterfall Bar & Grill, denies the allegations contained in paragraph 110 of the Plaintiffs' Complaint.
111. The Defendant, Waterfall Bar & Grill, LTD d/b/a Waterfall Bar & Grill, denies the allegations contained in paragraph 111 of the Plaintiffs' Complaint.

112. The Defendant, Waterfall Bar & Grill, LTD d/b/a Waterfall Bar & Grill, denies the allegations contained in paragraph 112 of the Plaintiffs' Complaint.

113. The Defendant, Waterfall Bar & Grill, LTD d/b/a Waterfall Bar & Grill, denies the allegations contained in paragraph 113 of the Plaintiffs' Complaint.

### **COUNT IX**

#### **Paul O'Keefe v. Waterfall --- Negligent Infliction of Emotional Distress**

114. The Defendant, Waterfall Bar & Grill, LTD d/b/a Waterfall Bar & Grill, incorporates by reference as though fully set forth herein its answers to paragraphs 1 through 113.

115. The Defendant, Waterfall Bar & Grill, LTD d/b/a Waterfall Bar & Grill, denies the allegations contained in paragraph 115 of the Plaintiffs' Complaint for lack of sufficient knowledge to form a belief as to the truth or falsity thereof.

116. The Defendant, Waterfall Bar & Grill, LTD d/b/a Waterfall Bar & Grill, denies the allegations contained in paragraph 116 of the Plaintiffs' Complaint for lack of sufficient knowledge to form a belief as to the truth or falsity thereof.

117. The Defendant, Waterfall Bar & Grill, LTD d/b/a Waterfall Bar & Grill, denies the allegations contained in paragraph 117 of the Plaintiffs' Complaint.

118. The Defendant, Waterfall Bar & Grill, LTD d/b/a Waterfall Bar & Grill, denies the allegations contained in paragraph 118 of the Plaintiffs' Complaint.

119. The Defendant, Waterfall Bar & Grill, LTD d/b/a Waterfall Bar & Grill, denies the allegations contained in paragraph 119 of the Plaintiffs' Complaint.

120. The Defendant, Waterfall Bar & Grill, LTD d/b/a Waterfall Bar & Grill, denies the allegations contained in paragraph 120 of the Plaintiffs' Complaint.



**COUNT X**

**Margaret O'Keefe v. Karen Read — Negligent and/or Reckless Infliction of Emotional Distress**

121. The Defendant, Waterfall Bar & Grill, LTD d/b/a Waterfall Bar & Grill incorporates by reference as though fully set forth herein its answers to paragraphs 1 through 120.
122. Insofar as the allegations in paragraph 122 of the Plaintiffs' Complaint pertain to another defendant, no response is required. To the extent that a response is required, the allegations are denied in their entirety.
123. Insofar as the allegations in paragraph 123 of the Plaintiffs' Complaint pertain to another defendant, no response is required. To the extent that a response is required, the allegations are denied in their entirety.
124. Insofar as the allegations in paragraph 124 of the Plaintiffs' Complaint pertain to another defendant, no response is required. To the extent that a response is required, the allegations are denied in their entirety.
125. Insofar as the allegations in paragraph 125 of the Plaintiffs' Complaint pertain to another defendant, no response is required. To the extent that a response is required, the allegations are denied in their entirety.
126. Insofar as the allegations in paragraph 126 of the Plaintiffs' Complaint pertain to another defendant, no response is required. To the extent that a response is required, the allegations are denied in their entirety.
127. Insofar as the allegations in paragraph 127 of the Plaintiffs' Complaint pertain to another defendant, no response is required. To the extent that a response is required, the allegations are denied in their entirety.

128. Insofar as the allegations in paragraph 128 of the Plaintiffs' Complaint pertain to another defendant, no response is required. To the extent that a response is required, the allegations are denied in their entirety.

**COUNT XI**

**John O'Keefe v. Karen Read — Negligent and/or Reckless Infliction of Emotional Distress**

129. The Defendant, Waterfall Bar & Grill, LTD d/b/a Waterfall Bar & Grill, incorporates by reference as though fully set forth herein its answers to paragraphs 1 through 128.
130. Insofar as the allegations in paragraph 130 of the Plaintiffs' Complaint pertain to another defendant, no response is required. To the extent that a response is required, the allegations are denied in their entirety.
131. Insofar as the allegations in paragraph 131 of the Plaintiffs' Complaint pertain to another defendant, no response is required. To the extent that a response is required, the allegations are denied in their entirety.
132. Insofar as the allegations in paragraph 132 of the Plaintiffs' Complaint pertain to another defendant, no response is required. To the extent that a response is required, the allegations are denied in their entirety.
133. Insofar as the allegations in paragraph 133 of the Plaintiffs' Complaint pertain to another defendant, no response is required. To the extent that a response is required, the allegations are denied in their entirety.
134. Insofar as the allegations in paragraph 134 of the Plaintiffs' Complaint pertain to another defendant, no response is required. To the extent that a response is required, the allegations are denied in their entirety.

135. Insofar as the allegations in paragraph 135 of the Plaintiffs' Complaint pertain to another defendant, no response is required. To the extent that a response is required, the allegations are denied in their entirety.
136. Insofar as the allegations in paragraph 136 of the Plaintiffs' Complaint pertain to another defendant, no response is required. To the extent that a response is required, the allegations are denied in their entirety.

**COUNT XII**

**Paul O'Keefe v. Karen Read — Negligent and/or Reckless Infliction of Emotional Distress**

137. The Defendant, Waterfall Bar & Grill, LTD d/b/a Waterfall Bar & Grill, incorporates by reference as though fully set forth herein its answers to paragraphs 1 through 136.
138. Insofar as the allegations in paragraph 138 of the Plaintiffs' Complaint pertain to another defendant, no response is required. To the extent that a response is required, the allegations are denied in their entirety.
139. Insofar as the allegations in paragraph 139 of the Plaintiffs' Complaint pertain to another defendant, no response is required. To the extent that a response is required, the allegations are denied in their entirety.
140. Insofar as the allegations in paragraph 140 of the Plaintiffs' Complaint pertain to another defendant, no response is required. To the extent that a response is required, the allegations are denied in their entirety.
141. Insofar as the allegations in paragraph 141 of the Plaintiffs' Complaint pertain to another defendant, no response is required. To the extent that a response is required, the allegations are denied in their entirety.

142. Insofar as the allegations in paragraph 142 of the Plaintiffs' Complaint pertain to another defendant, no response is required. To the extent that a response is required, the allegations are denied in their entirety.
143. Insofar as the allegations in paragraph 143 of the Plaintiffs' Complaint pertain to another defendant, no response is required. To the extent that a response is required, the allegations are denied in their entirety.
144. Insofar as the allegations in paragraph 144 of the Plaintiffs' Complaint pertain to another defendant, no response is required. To the extent that a response is required, the allegations are denied in their entirety.

**COUNT XIII**

**Kayley Furbush v. Karen Read — Negligent, Reckless and/or Intentional Infliction of Emotional Distress**

145. The Defendant, Waterfall Bar & Grill, LTD d/b/a Waterfall Bar & Grill, incorporates by reference as though fully set forth herein its answers to paragraphs 1 through 144.
146. Insofar as the allegations in paragraph 146 of the Plaintiffs' Complaint pertain to another defendant, no response is required. To the extent that a response is required, the allegations are denied in their entirety.
147. Insofar as the allegations in paragraph 147 of the Plaintiffs' Complaint pertain to another defendant, no response is required. To the extent that a response is required, the allegations are denied in their entirety.
148. Insofar as the allegations in paragraph 148 of the Plaintiffs' Complaint pertain to another defendant, no response is required. To the extent that a response is required, the allegations are denied in their entirety.

149. Insofar as the allegations in paragraph 149 of the Plaintiffs' Complaint pertain to another defendant, no response is required. To the extent that a response is required, the allegations are denied in their entirety.
150. Insofar as the allegations in paragraph 150 of the Plaintiffs' Complaint pertain to another defendant, no response is required. To the extent that a response is required, the allegations are denied in their entirety.
151. Insofar as the allegations in paragraph 151 of the Plaintiffs' Complaint pertain to another defendant, no response is required. To the extent that a response is required, the allegations are denied in their entirety.
152. Insofar as the allegations in paragraph 152 of the Plaintiffs' Complaint pertain to another defendant, no response is required. To the extent that a response is required, the allegations are denied in their entirety.
153. Insofar as the allegations in paragraph 153 of the Plaintiffs' Complaint pertain to another defendant, no response is required. To the extent that a response is required, the allegations are denied in their entirety.
154. Insofar as the allegations in paragraph 154 of the Plaintiffs' Complaint pertain to another defendant, no response is required. To the extent that a response is required, the allegations are denied in their entirety.
155. Insofar as the allegations in paragraph 155 of the Plaintiffs' Complaint pertain to another defendant, no response is required. To the extent that a response is required, the allegations are denied in their entirety.

156. Insofar as the allegations in paragraph 156 of the Plaintiffs' Complaint pertain to another defendant, no response is required. To the extent that a response is required, the allegations are denied in their entirety.
157. Insofar as the allegations in paragraph 157 of the Plaintiffs' Complaint pertain to another defendant, no response is required. To the extent that a response is required, the allegations are denied in their entirety.
158. Insofar as the allegations in paragraph 158 of the Plaintiffs' Complaint pertain to another defendant, no response is required. To the extent that a response is required, the allegations are denied in their entirety.
159. Insofar as the allegations in paragraph 159 of the Plaintiffs' Complaint pertain to another defendant, no response is required. To the extent that a response is required, the allegations are denied in their entirety.
160. Insofar as the allegations in paragraph 160 of the Plaintiffs' Complaint pertain to another defendant, no response is required. To the extent that a response is required, the allegations are denied in their entirety.
161. Insofar as the allegations in paragraph 161 of the Plaintiffs' Complaint pertain to another defendant, no response is required. To the extent that a response is required, the allegations are denied in their entirety.
162. Insofar as the allegations in paragraph 162 of the Plaintiffs' Complaint pertain to another defendant, no response is required. To the extent that a response is required, the allegations are denied in their entirety.

**AFFIRMATIVE DEFENSES**

**FIRST AFFIRMATIVE DEFENSE**

And further answering the Defendant, Waterfall Bar & Grill, LTD d/b/a Waterfall Bar & Grill, says that the Complaint fails to state a cause of action upon which relief can be granted.

**SECOND AFFIRMATIVE DEFENSE**

And further answering the Defendant, Waterfall Bar & Grill, LTD d/b/a Waterfall Bar & Grill, says that this Court does not have personal jurisdiction over it, wherefore the said Defendant requests that this action be dismissed pursuant to Mass. R. Civ. P. 12(b)(2).

**THIRD AFFIRMATIVE DEFENSE**

And further answering the Defendant, Waterfall Bar & Grill, LTD d/b/a Waterfall Bar & Grill, says that the Plaintiffs' Complaint is barred in whole or in part by the Plaintiffs' failure to comply with the statutory prerequisites for bringing a cause of action based upon the distribution, sale, or service of alcoholic beverages.

**FOURTH AFFIRMATIVE DEFENSE**

And further answering the Defendant, Waterfall Bar & Grill, LTD d/b/a Waterfall Bar & Grill, says that if the Plaintiffs suffered injuries or damage as alleged, such injuries or damage were caused by a person or entity for whose conduct the Defendant was not and is not legally responsible.

**FIFTH AFFIRMATIVE DEFENSE**

And further answering the Defendant, Waterfall Bar & Grill, LTD d/b/a Waterfall Bar & Grill, states that it did not serve alcoholic beverages as alleged in the Plaintiffs' Complaint.

**SIXTH AFFIRMATIVE DEFENSE**

And further answering the Defendant, Waterfall Bar & Grill, LTD d/b/a Waterfall Bar & Grill, states that the Plaintiffs' alleged injuries and damages were caused by the superseding acts of third persons for which the Defendant was not and is not legally responsible.

**SEVENTH AFFIRMATIVE DEFENSE**

And further answering the Defendant, Waterfall Bar & Grill LTD d/b/a Waterfall Bar & Grill, denies that it sold or served any alcoholic beverage to an intoxicated person in violation of Mass. Gen. Laws c. 138, § 69.

**EIGHTH AFFIRMATIVE DEFENSE**

And further answering the Defendant, Waterfall Bar & Grill, LTD d/b/a Waterfall Bar & Grill, states that the Plaintiffs failed to comply with the requirements of Mass. Gen. Laws c. 231, § 60J, wherefore the Plaintiffs may not recover.

**NINTH AFFIRMATIVE DEFENSE**

And further answering the Defendant, Waterfall Bar & Grill, LTD d/b/a Waterfall Bar & Grill, says that this action was not commenced within the time required by the laws made and provided therefore.

**TENTH AFFIRMATIVE DEFENSE**

And further answering the Defendant, Waterfall Bar & Grill, LTD d/b/a Waterfall Bar & Grill, states that the Plaintiffs' claims are barred, in whole or in part, insofar as Plaintiffs' alleged injuries and damages were solely caused by the intervening negligence, gross negligence, recklessness, willfulness, and/or intentional or criminal conduct of an independent third-party for which Waterfall Bar & Grill, LTD d/b/a Waterfall Bar & Grill was not and is not legally responsible.

**ELEVENTH AFFIRMATIVE DEFENSE**

And further answering the Defendant, Waterfall Bar & Grill LTD d/b/a Waterfall Bar & Grill, says that the Plaintiffs failed to comply with Mass. Gen. Laws c. 229, §§ 1 and 2.

**TWELFTH AFFIRMATIVE DEFENSE**

And further answering the Defendant, Waterfall Bar & Grill LTD d/b/a Waterfall Bar & Grill, says that the Plaintiff Estate has failed to meet the requirements of Mass. Gen. Laws c. 229, § 6 for conscious pain and suffering.

**THIRTEENTH AFFIRMATIVE DEFENSE**

And further answering the Defendant, Waterfall Bar & Grill LTD d/b/a Waterfall Bar & Grill, denies that the Plaintiffs have standing to bring negligent infliction of emotional distress claims in this action.

**FOURTEENTH AFFIRMATIVE DEFENSE**

And further answering the Defendant, Waterfall Bar & Grill LTD d/b/a Waterfall Bar & Grill, says that its conduct did not constitute gross negligence.



### **FIFTEENTH AFFIRMATIVE DEFENSE**

And further answering the Defendant, Waterfall Bar & Grill LTD d/b/a Waterfall Bar & Grill, says that its conduct was not willful, wanton, or reckless.

### **SIXTEENTH AFFIRMATIVE DEFENSE**

And further answering the Defendant, Waterfall Bar & Grill LTD d/b/a Waterfall Bar & Grill, presently has insufficient knowledge or information on which to form a belief as to whether it may have additional, yet unstated affirmative defenses. The Defendant therefore reserves all rights to file an Amended Answer asserting additional affirmative defenses, or to file counterclaims if developments and/or discovery in this litigation so warrant.

### **JURY DEMAND**

The Defendant, Waterfall Bar & Grill, LTD d/b/a Waterfall Bar & Grill, demands a trial by jury as to all issues.

Respectfully Submitted,

Defendant, Waterfall Bar & Grill, LTD d/b/a  
Waterfall Bar & Grill  
By its Attorneys,

*/s/ David F. Hassett*

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Dated: October 3, 2024

**CERTIFICATE OF SERVICE**

I, David F. Hassett, counsel of record for the Defendant, Waterfall Bar & Grill, LTD d/b/a Waterfall Bar & Grill, in this action, hereby certify that a true copy of the foregoing document was served via electronic and first-class mail, postage pre-paid, this 3rd day of October, 2024 to the following counsel of record:

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*/s/ David F. Hassett*

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David F. Hassett, Esquire