

IN THE CIRCUIT COURT OF MERCER COUNTY, WEST VIRGINIA

Meral, Inc.,
A West Virginia Corporation.

Plaintiff.

v.

Civil Action No. 17-C-303-DS

Brewster, Morhous, Cameron, Caruth,
Moore, Kersey & Stafford, PLLC,
A West Virginia professional limited liability company;
Lawrence E. Morhous
And Jerry J. Cameron,

Defendants.

**ANSWER OF BREWSTER, MORHOUS, CAMERON, CARUTH,
MOORE, KERSEY & STAFFORD, PLLC**

NOW COMES the defendant, Brewster, Morhous, Cameron, Caruth, Moore, Kersey & Stafford, PLLC ("Defendant"), by counsel, and answers or otherwise responds to the allegations set forth in Plaintiff's Complaint as follows:

FIRST DEFENSE

Defendant, not being fully advised of all the circumstances surrounding the allegations set forth in the Complaint, reserves the defense that claims set forth in the Complaint fail or may fail to state claims against the Defendant upon which relief may be granted and should, therefore, be dismissed as a matter of law pursuant to Rule 12(b)(6) of the West Virginia Rules of Civil Procedure.

SECOND DEFENSE

For responses to the specific allegations set forth in the Complaint, Defendant states as follows:

Exhibit B

1. Answering paragraph numbered one (1) of the Complaint, Defendant is without sufficient information or knowledge upon which to form a belief as to the truth of the allegations contained therein, and, therefore, denies the same.

2. Answering paragraph numbered two (2) of the Complaint, Defendant admits the allegations contained therein.

3. Answering paragraph numbered three (3) of the Complaint, Defendant admits the allegations contained therein.

4. Answering paragraph numbered four (4) of the Complaint, Defendant admits the allegations contained therein.

5. Answering paragraph numbered five (5) of the Complaint, Defendant admits that Jerry J. Cameron is an attorney licensed to practice law in West Virginia but denies that he resides in Mercer County, West Virginia.

6. Answering paragraph numbered six (6) of the Complaint, Defendant admits that Lawrence E. Morhous was and is currently a member of Defendant and that Jerry J. Cameron was a member of Defendant, both engaged in the practice of law as members of Defendant at all times relevant hereto, but denies that Lawrence E. Morhous and Jerry J. Cameron were employees of Defendant.

7. Answering the first and second sentences of paragraph numbered seven (7) of the Complaint, Defendant states that the Complaint and the allegations contained therein speak for themselves. To the extent Plaintiff misrepresents the Complaint and the allegations contained therein in the first and second sentence of paragraph numbered seven (7), the allegations contained in the first and second sentence are denied. Answering the remainder of paragraph numbered seven (7), Defendant states

this portion of the paragraph calls for a legal conclusion to which no response is required. To the extent a response is required, Defendant is without sufficient information or knowledge upon which to form a belief as to the truth of the allegations contained therein, and, therefore, denies the same.

8. Answering paragraph numbered eight (8) of the Complaint, Defendant admits that Lawrence E. Morhous resides in Mercer County, West Virginia but denies that Jerry J. Cameron resides in Mercer County, West Virginia. Defendant further admits that it is headquartered in Mercer County, West Virginia. Answering the remaining allegations contained in paragraph numbered eight (8) of the Complaint, Defendant states this portion of the paragraph calls for a legal conclusion to which no response is required. To the extent a response is required, Defendant is without sufficient information or knowledge upon which to form a belief as to the truth of the allegations contained therein, and, therefore, denies the same.

General Averments

9. Answering paragraph numbered nine (9) of the Complaint, Defendant is without sufficient information or knowledge upon which to form a belief as to the truth of the allegations contained therein, and, therefore, denies the same.

10. Answering paragraph numbered ten (10) of the Complaint, Defendant is without sufficient information or knowledge upon which to form a belief as to the truth of the allegations contained therein, and, therefore, denies the same.

11. Answering paragraph numbered eleven (11) of the Complaint, Defendant denies the allegations contained therein.

12. Answering paragraph numbered twelve (12) of the Complaint, Defendant is without sufficient information or knowledge upon which to form a belief as to the truth of the allegations contained therein, and, therefore, denies the same.

13. Answering the first sentence of paragraph numbered thirteen (13) of the Complaint, Defendant denies the allegations contained therein. Answering the second sentence of paragraph numbered thirteen (13) of the Complaint, Defendant admits the allegations contained therein.

14. Answering the first sentence of paragraph numbered fourteen (14) of the Complaint, Defendant is without sufficient information or knowledge upon which to form a belief as to the truth of the allegations contained therein, and, therefore, denies the same. Answering the second sentence of paragraph numbered fourteen, Defendant admits the allegations contained therein.

15. Answering paragraph numbered fifteen (15) of the Complaint, Defendant states that the agreement speaks for itself. To the extent Plaintiff's representations of the agreement are inaccurate or otherwise incorrect, Defendant denies the allegations regarding the same.

16. Answering paragraph numbered sixteen (16) of the Complaint, Defendant states that the agreement speaks for itself. To the extent Plaintiff's representations of the agreement are inaccurate or otherwise incorrect, Defendant denies the allegations regarding the same.

17. Answering paragraph numbered seventeen (17) of the Complaint, Defendant states that the agreement speaks for itself. To the extent Plaintiff's

representations of the agreement are inaccurate or otherwise incorrect, Defendant denies the allegations regarding the same.

18. Answering paragraph numbered eighteen (18) of the Complaint, Defendant states that the agreement speaks for itself. To the extent Plaintiff's representations of the agreement are inaccurate or otherwise incorrect, Defendant denies the allegations regarding the same.

19. Answering paragraph numbered nineteen (19) of the Complaint, Defendant admits that Lawrence E. Morhous represented Plaintiff during negotiations but denies that he prepared the subject agreement.

20. Answering paragraph numbered twenty (20) of the Complaint, admits that Jerry Cameron represented Plaintiff during negotiations but denies that he prepared the subject agreement.

21. Answering paragraph numbered twenty-one (21) of the Complaint, Defendant admits the allegations contained therein. Defendant states that Lawrence E. Morhous was also present at the January 31, 2011 closing.

22. Answering paragraph numbered twenty-two (22) of the Complaint, Defendant is without sufficient information or knowledge upon which to form a belief as to the truth of the allegations contained therein, and, therefore, denies the same.

23. Answering paragraph numbered twenty-three (23) of the Complaint, Defendant states that the agreement speaks for itself. To the extent Plaintiff's representations of the agreement are inaccurate or otherwise incorrect, Defendant denies the allegations regarding the same.

24. Answering paragraph numbered twenty-four (24) of the Complaint, Defendant is without sufficient information or knowledge upon which to form a belief as to the truth of the allegations contained therein, and, therefore, denies the same.

25. Answering paragraph numbered twenty-five (25) of the Complaint, Defendant is without sufficient information or knowledge upon which to form a belief as to the truth of the allegations contained therein, and, therefore, denies the same.

26. Answering paragraph numbered twenty-six (26) of the Complaint, Defendant states that the amendment speaks for itself. To the extent Plaintiff's representations of the amendment are inaccurate or otherwise incorrect, Defendant denies the allegations regarding the same.

27. Answering paragraph numbered twenty-seven (27) of the Complaint, Defendant denies the allegations contained therein.

28. Answering paragraph numbered twenty-eight (28) of the Complaint, Defendant denies the allegations contained therein as stated.

29. Answering paragraph numbered twenty-nine (29) of the Complaint, Defendant denies the allegations contained therein as stated.

30. Answering paragraph numbered thirty (30) of the Complaint, Defendant denies the allegations contained therein as stated.

31. Answering paragraph numbered thirty-one (31) of the Complaint, Defendant states that the Chapter 11 bankruptcy filing speaks for itself. To the extent Plaintiff's representations of the bankruptcy proceeding are inaccurate or otherwise incorrect, Defendant denies the allegations regarding the same.

32. Answering paragraph numbered thirty-two (32) of the Complaint, Defendant is without sufficient information or knowledge upon which to form a belief as to the truth of the allegations contained therein, and, therefore, denies the same.

33. Answering paragraph numbered thirty-three (33) of the Complaint, Defendant is without sufficient information or knowledge upon which to form a belief as to the truth of the allegations contained therein, and, therefore, denies the same.

34. Answering paragraph numbered thirty-four (34) of the Complaint, Defendant is without sufficient information or knowledge upon which to form a belief as to the truth of the allegations contained therein, and, therefore, denies the same.

35. Answering paragraph numbered thirty-five (35) of the Complaint, Defendant is without sufficient information or knowledge upon which to form a belief as to the truth of the allegations contained therein, and, therefore, denies the same.

36. Answering paragraph numbered thirty-six (36) of the Complaint, Defendant is without sufficient information or knowledge upon which to form a belief as to the truth of the allegations contained therein, and, therefore, denies the same.

37. Answering paragraph numbered thirty-seven (37) of the Complaint, Defendant is without sufficient information or knowledge upon which to form a belief as to the truth of the allegations contained therein, and, therefore, denies the same.

38. Answering paragraph numbered thirty-eight (38) of the Complaint, Defendant is without sufficient information or knowledge upon which to form a belief as to the truth of the allegations contained therein, and, therefore, denies the same.

39. Answering paragraph numbered thirty-nine (39) of the Complaint, Defendant is without sufficient information or knowledge upon which to form a belief as to the truth of the allegations contained therein, and, therefore, denies the same.

40. Answering paragraph numbered forty (40) of the Complaint, Defendant states that the order speaks for itself. To the extent Plaintiff's representations of the order are inaccurate or otherwise incorrect, Defendant denies the allegations regarding the same.

40. (sic) Answering paragraph incorrectly numbered forty (40) of the Complaint, Defendant is without sufficient information or knowledge upon which to form a belief as to the truth of the allegations contained therein, and, therefore, denies the same.

41. Answering paragraph numbered forty-one (41) of the Complaint, Defendant states that the order speaks for itself. To the extent Plaintiff's representations of the order are inaccurate or otherwise incorrect, Defendant denies the allegations regarding the same.

42. Answering paragraph numbered forty-two (42) of the Complaint, Defendant states that the order speaks for itself. To the extent Plaintiff's representations of the order are inaccurate or otherwise incorrect, Defendant denies the allegations regarding the same.

43. Answering paragraph numbered forty-three (43) of the Complaint, Defendant states that the reorganization speaks for itself. To the extent Plaintiff's representations of the reorganization are inaccurate or otherwise incorrect, Defendant denies the allegations regarding the same.

44. Answering paragraph numbered forty-four (44) of the Complaint, Defendant states that the reorganization speaks for itself. To the extent Plaintiff's representations of the reorganization are inaccurate or otherwise incorrect, Defendant denies the allegations regarding the same.

45. Answering paragraph numbered forty-five (45) of the Complaint, Defendant is without sufficient information or knowledge upon which to form a belief as to the truth of the allegations contained therein, and, therefore, denies the same.

46. Answering paragraph numbered forty-six (46) of the Complaint, Defendant is without sufficient information or knowledge upon which to form a belief as to the truth of the allegations contained therein, and, therefore, denies the same.

I. PROFESSIONAL LIABILITY

47. Answering paragraph numbered forty-seven (47) of the Complaint, Defendant repeats and reasserts its response to the allegations contained in Paragraphs 1 through 46 of the Complaint as if fully set forth herein verbatim.

48. Answering paragraph numbered forty-eight (48) of the Complaint, Defendant denies the allegations contained therein.

49. Answering paragraph numbered forty-nine (49) of the Complaint, Defendant denies the allegations contained therein, as stated.

50. Answering paragraph numbered fifty (50) of the Complaint, Defendant states this paragraph calls for a legal conclusion to which no response is required. To the extent a response is required, Defendant is without sufficient information or knowledge upon which to form a belief as to the truth of the allegations contained therein, and, therefore, denies the same.

51. Answering paragraph numbered fifty-one (51) and subparts (a) through (g) of the Complaint, Defendant denies the allegations contained therein.

52. Answering paragraph numbered fifty-two (52) of the Complaint, Defendant denies the allegations contained therein.

53. Answering paragraph numbered fifty-three (53) of the Complaint, Defendant denies the allegations contained therein.

54. Answering paragraph numbered fifty-four (54) of the Complaint, Defendant denies the allegations contained therein. Defendant further denies that Plaintiff is entitled to any relief sought in the "WHEREFORE" paragraph of the Complaint immediately following paragraph numbered fifty-four (54) of the Complaint.

II. BREACH OF CONTRACT

55. Answering paragraph numbered fifty-five (55) of the Complaint, Defendant repeats and reasserts its response to the allegations contained in Paragraphs 1 through 54 of the Complaint as if fully set forth herein verbatim.

56. Answering paragraph numbered fifty-six (56) of the Complaint, Defendant states this paragraph calls for a legal conclusion to which no response is required. To the extent a response is required, Defendant is without sufficient information or knowledge upon which to form a belief as to the truth of the allegations contained therein, and, therefore, denies the same.

57. Answering paragraph numbered fifty-seven (57) of the Complaint, Defendant denies the allegations contained therein.

58. Answering paragraph numbered fifty-eight (58) of the Complaint, Defendant denies the allegations contained therein.

59. Answering paragraph numbered fifty-nine (59) of the Complaint, Defendant denies the allegations contained therein.

60. Answering paragraph numbered sixty (60) of the Complaint, Defendant denies the allegations contained therein. Defendant further denies that Plaintiff is entitled to any relief sought in the "WHEREFORE" paragraph of the Complaint immediately following paragraph numbered sixty (60) of the Complaint.

III. LIABILITY FOR ACTS AND OMISSIONS OF MEMBERS

61. Answering paragraph numbered sixty-one (61) of the Complaint, Defendant repeats and reasserts its response to the allegations contained in Paragraphs 1 through 60 of the Complaint as if fully set forth herein verbatim.

62. Answering paragraph numbered sixty-two (62) of the Complaint, Defendant admits the allegations contained therein.

63. Answering paragraph numbered sixty-three (63) of the Complaint, Defendant states this paragraph calls for a legal conclusion to which no response is required. To the extent a response is required, Defendant is without sufficient information or knowledge upon which to form a belief as to the truth of the allegations contained therein, and, therefore, denies the same.

64. Answering paragraph numbered sixty-four (64) of the Complaint, Defendant states this paragraph calls for a legal conclusion to which no response is required. To the extent a response is required, Defendant is without sufficient

information or knowledge upon which to form a belief as to the truth of the allegations contained therein, and, therefore, denies the same.

65. Answering paragraph numbered sixty-five (65) of the Complaint, Defendant admits that Lawrence E. Morhous and Jerry J. Cameron were members of Defendant. Defendant denies that Lawrence E. Morhous and Jerry J. Cameron were employees of Defendant.

66. Answering paragraph numbered sixty-six (66) of the Complaint, Defendant denies the allegations contained therein.

67. Answering paragraph numbered sixty-seven (67) of the Complaint, Defendant denies the allegations contained therein.

68. Answering paragraph numbered sixty-eight (68) of the Complaint, Defendant denies the allegations contained therein.

69. Answering paragraph numbered sixty-nine (69) of the Complaint, Defendant denies the allegations contained therein. Defendant further denies that Plaintiff is entitled to any relief sought in the "WHEREFORE" paragraph of the Complaint immediately following paragraph numbered sixty-nine (69) of the Complaint.

THIRD DEFENSE

All or a portion of the claims contained in the Complaint may be barred by the applicable statute of limitations and/or the doctrine of laches.

FOURTH DEFENSE

To the extent applicable, Defendant asserts the defenses of waiver and estoppel and the doctrine of unclean hands.

FIFTH DEFENSE

To the extent applicable, Defendant asserts the defenses of comparative negligence and comparative assumption of risk.

SIXTH DEFENSE

Plaintiff has failed to mitigate its damages, if any.

SEVENTH DEFENSE

Plaintiff's alleged damages are the result of Plaintiff's own conduct, or by the conduct of its own agents and representatives, or by the conduct of a person(s), firm(s), or corporation(s), other than Defendant, which was either the sole proximate cause or approximately contributed to the damages allegedly sustained by Plaintiff.

EIGHTH DEFENSE

Defendant denies that Plaintiff is entitled to a judgment against it and further denies that Plaintiff is entitled to an award of attorney fees or costs as alleged in the Complaint.

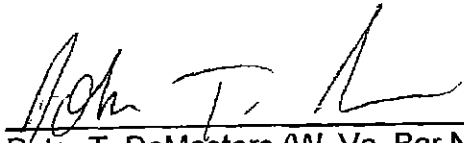
NINTH DEFENSE

Not being fully advised as to all the facts and circumstances surrounding the allegations contained in the Complaint, Defendant hereby invokes and asserts all other affirmative defenses which may prove applicable including, but not necessarily limited to, those specifically set forth in Rule 8(c) of the West Virginia Rules of Civil Procedure.

DEFENDANT DEMANDS A TRIAL BY JURY.

BREWSTER, MORHOUS, CAMERON,
CARUTH, MOORE, KERSEY & STAFFORD,
PLLC

By Counsel



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Meral, Inc.,
A West Virginia Corporation.

Plaintiff.

Civil Action No. 17-C-303-DS

v.

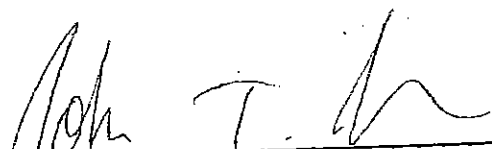
Brewster, Morhous, Cameron, Caruth,
Moore, Kersey & Stafford, PLLC,
A West Virginia professional limited liability company;
Lawrence E. Morhous
And
Jerry J. Cameron,

Defendants.

CERTIFICATE OF SERVICE

I, John T. McCartney, do hereby certify that on the 11th day of September 2017, I served the foregoing "Answer of Brewster, Morhous, Cameron, Caruth, Moore, Kersey & Stafford, PLLC" upon the parties hereto by depositing a true copy thereof in the United States mail, postage pre-paid, addressed to the following counsel of record.

William J. Leon, Esquire
William J. Leon, LC
1200 Dorsey Avenue, Suite III
Morgantown, WV 26501
Counsel for Plaintiff



John T. McCartney (W. Va. Bar No. 12242)