

2723 South State Street. Suite, 150 Ann Arbor MI 48104

Tel: +1 (866) 534 6177 (Toll free)

Email: support@nora.legal.com

Website: nora.legal.com

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF NORTH CAROLINA
CHARLOTTE DIVISION

Civil Action No. [REDACTED]

[REDACTED],

Plaintiff,

v.

[REDACTED] d/b/a [REDACTED] and
[REDACTED], individually,

Defendants.

DEFENDANTS' ANSWER TO
COMPLAINT

COME NOW Defendants [REDACTED] d/b/a [REDACTED] (“[REDACTED]”), and [REDACTED] (“[REDACTED]” and collectively “Defendants”), by and through undersigned counsel, hereby respond to the Plaintiff, [REDACTED]’s (“[REDACTED]”), Complaint as follows:

PARTIES, JURISDICTION, AND VENUE

1. The allegations in Paragraph 1 are admitted.
2. The allegations in Paragraph 2 are admitted.
3. The allegations in Paragraph 3 are admitted.
4. It is admitted that [REDACTED] entered into an agreement with [REDACTED]

[REDACTED] on [REDACTED], the terms and conditions of which speak for themselves. Except

as expressly admitted herein, the remaining allegations contained in Paragraph 4 of the Complaint are denied.

5. The allegations in Paragraph 5 are admitted.

6. The allegations in Paragraph 6 are admitted.

RELEVANT FACTS

7. Defendants incorporate by reference their responses in the previous paragraphs as if fully set forth herein.

8. The allegations in Paragraph 8 are admitted.

9. The allegations in Paragraph 9 are admitted.

10. The allegations in Paragraph 10 are admitted.

11. The allegations in Paragraph 11 are admitted.

12. The allegations in Paragraph 12 are denied.

13. The allegations in Paragraph 13 are admitted.

14. The allegations in Paragraph 14 are admitted.

15. The allegations in Paragraph 15 are admitted.

16. The allegations in Paragraph 16 are admitted.

17. The allegations in Paragraph 17 constitute a legal conclusion to which no responsive pleading is required.

18. The allegations in Paragraph 18 are admitted.

19. It is admitted that [REDACTED] received monthly invoices beginning in [REDACTED] from [REDACTED]. Except as expressly admitted, the allegations in Paragraph 48 are denied.

20. No responsive pleading is required to Paragraph 17. To the extent one is required, [REDACTED] expressly denies that [REDACTED]'s monthly payments from [REDACTED] and each month thereafter bounced for insufficient funds.
21. The allegations in Paragraph 21 constitute a legal conclusion to which no responsive pleading is required. To the extent one is required, [REDACTED] denies the same.
22. The allegations in Paragraph 22 are denied.
23. Defendants lack knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 23, and therefore deny the same.
24. The allegations in Paragraph 24 do not require a responsive pleading. To the extent one is required, Defendants state that the Contract is in writing and speaks for itself.
25. No responsive pleading to Paragraph 25 is required. To the extent one is required, Defendants state that the email is in writing and speaks for itself.
26. The allegations in Paragraph 26 are denied.
27. The allegations in Paragraph 27 constitute a legal conclusion to which no responsive pleading is required.
28. The allegations in Paragraph 28 do not require a responsive pleading. To the extent one is required, Defendants state that the Contract is in writing and speaks for itself.
29. Defendants lack knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 29, and therefore deny the same.
30. Defendants lack knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 30, and therefore deny the same.
31. The allegations in Paragraph 31 constitute a legal conclusion to which no responsive pleading is required.

32. The allegations in Paragraph 32 constitute a legal conclusion to which no responsive pleading is required.

33. [REDACTED] lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 33, and therefore deny the same.

34. The allegations in Paragraph 34 do not require a responsive pleading. To the extent one is required, Defendants state that the Contract is in writing and speaks for itself.

FIRST CAUSE OF ACTION
(Breach of Contract)

35. Defendants incorporate by reference their responses in the previous paragraphs as if fully set forth herein.

36. The allegations in Paragraph 36 do not require a responsive pleading. To the extent one is required, Defendants state that the Contract is in writing and speaks for itself.

37. The allegations in Paragraph 37 are admitted.

38. [REDACTED] lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 38, and therefore denies the same.

39. The allegations in Paragraph 39 constitute a legal conclusion to which no responsive pleading is required.

40. The allegations in Paragraph 40 are admitted.

41. The allegations in Paragraph 41 are denied.

42. [REDACTED] lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 42, and therefore denies the same.

43. The allegations in Paragraph 43 constitute a legal conclusion to which no responsive pleading is required.

44. The allegations in Paragraph 44 constitute a legal conclusion to which no responsive pleading is required.

SECOND CAUSE OF ACTION
(Specific Performance)

45. Defendants incorporate by reference their responses in the previous paragraphs as if fully set forth herein.

46. The allegations in Paragraph 46 do not require a responsive pleading. To the extent one is required, Defendants state that the Contract is in writing and speaks for itself.

47. The allegations in Paragraph 47 do not require a responsive pleading. To the extent one is required, Defendants state that the “Notice of Breach” is in writing and speaks for itself.

48. [REDACTED] lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 48, and therefore denies the same.

49. The allegations in Paragraph 49 constitute a legal conclusion to which no responsive pleading is required.

THIRD CAUSE OF ACTION
(Unjust Enrichment)

50. Defendants incorporate by reference their responses in the previous Paragraphs as if fully set forth herein.

51. It is admitted that [REDACTED] provided [REDACTED] with goods and services under the Contract. Except as expressly admitted, the allegations in Paragraph 51 are denied.

52. The allegations in Paragraph 52 are admitted.

53. The allegations in Paragraph 53 are admitted.

54. [REDACTED] lacks knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 54, and therefore denies the same.

55. The allegations in Paragraph 55 constitute a legal conclusion to which no responsive pleading is required.

AFFIRMATIVE DEFENSES
FIRST AFFIRMATIVE DEFENSE

56. The Complaint fails to state a claim upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

57. No act or omission of Defendants was a proximate cause of injury to [REDACTED] and therefore [REDACTED] is not entitled to recover damages from Defendants for such alleged injury.

THIRD AFFIRMATIVE DEFENSE

58. Upon information and belief, the equitable doctrines of waiver, laches, and estoppel bar some or all of Plaintiff's claim for damages and other relief.

FOURTH AFFIRMATIVE DEFENSE

59. [REDACTED]'s claims are barred by the doctrine of unclean hands.

FIFTH AFFIRMATIVE DEFENSE

60. To the extent [REDACTED] failed to mitigate, minimize, or avoid any damages allegedly sustained, any recovery against Defendants must be reduced by the amount attributable to said failure.

SIXTH AFFIRMATIVE DEFENSE

61. To the extent the [REDACTED] lacks standing or capacity to bring or maintain this action, dismissal of this action is required.

SEVENTH AFFIRMATIVE DEFENSE

62. Defendants reserves the right to amend their answer and/or assert additional defenses and/or supplement, alter and/or change their answer.

EIGHTH AFFIRMATIVE DEFENSE

63. Defendants assert that [REDACTED], through its past conduct, waived its right to bring the causes of action raised in the Complaint, and that this action is therefore barred under the doctrine of waiver.

WHEREFORE, having fully answered the allegations made in the Complaint, Defendants [REDACTED] d/b/a [REDACTED] and [REDACTED] respectfully requests that this Court grant the following relief:

1. That Plaintiffs' Complaint be dismissed with prejudice and that Plaintiffs have and recover nothing from Defendant;
2. That Defendants be awarded its costs, expenses, and attorneys' fees to the extent permitted by law; and
3. For such other and further relief as the arbitration panel deems just and proper.

This the ___th day of [REDACTED], 2020.

/s/ [REDACTED]
[REDACTED]
N.C. State Bar [REDACTED]
[REDACTED]
P: ([REDACTED])
F: ([REDACTED])
[REDACTED].com
Attorney for Defendants

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing **DEFENDANTS' ANSWER AND AFFRIMATIVE DEFENSES** was served upon all other parties to this action or their attorney of record by depositing a copy of the same in a post-paid envelope in an official depository of the United States Postal Service, addressed as follows:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED] com
Attorneys for Plaintiff

This the _____th day of [REDACTED], 2020.

• [REDACTED] /s/ [REDACTED]

NORA