

**IN THE CIRCUIT COURT OF MINGO COUNTY, WEST VIRGINIA**

**LACY MUNCY  
PLAINTIFF**

2017 FEB -1 PM 3: 50

Mingo County Circuit Clerk

**VS:**

**CIVIL ACTION NO. 17-C-3  
HONORABLE MIKI THOMPSON**

**VICTORY LANE EXPRESS GROCERY, LLC  
DEFENDANT**

**ANSWER TO PLAINTIFF'S COMPLAINT**

Comes the Defendant, **VICTORY LANE EXPRESS GROCERY, LLC**, by and through counsel, and for its Answer to Plaintiff's Complaint, states as follows:

**PARAGRAPH I**

Plaintiff's Complaint should be dismissed for failing to state a claim against the Defendant upon which relief can or should be granted.

**PARAGRAPH II**

The Defendant admits the allegations contained in numerical paragraphs 1, 2, 3, 4, 7, and 9 of Plaintiff's Complaint.

**PARAGRAPH III**

In response to numerical paragraph 5 of Plaintiff's Complaint, the Defendant agrees that the agreement was between Lacy Muncy and Victory Lane Express Grocery, LLC but denies each and every other allegation contained therein.

**PARAGRAPH IV**

In response to numerical paragraph 6 of Plaintiff's Complaint, the Defendant admits that the Lease/Purchase Agreement contains the language referenced in said paragraph but denies that it failed to perform or comply with the provisions contained therein.

**PARAGRAPH V**

In response to numerical paragraph 8 of Plaintiff's Complaint, the Defendant admits that the Lease/Purchase Agreement contains the language referenced in said paragraph but denies that it failed to perform or comply with the provisions contained in same.

**PARAGRAPH VI**

The Defendant lacks sufficient information to either admit or deny the allegations contained in numerical paragraphs 10, 11, 12, 13, and 14 of Plaintiff's Complaint and therefore denies same.

**PARAGRAPH VII**

In response to numerical paragraph 15 of Plaintiff's Complaint, the Defendant admits same to the extent that the allegations in said paragraph recites language contained in the Lease/Purchase Agreement but denies each and every other allegation contained therein.

**PARAGRAPH VIII**

The Defendant denies each and every allegation contained in numerical paragraphs 16, 17, 18, and 19 of Plaintiff's Complaint.

**PARAGRAPH IX**

The Defendant states that the claims of the Plaintiff are barred by the applicable statute of limitations.

2017 FEB -1 PM 3: 50  
Elango Security, Circuit Clerk

**PARAGRAPH X**

The Defendant states that the claims of the Plaintiff are barred by operation of the judicial doctrine of laches.

**PARAGRAPH XI**

The Defendant states that the claims of the Plaintiff are barred by operation of the judicial doctrines of waiver and estoppel and equitable estoppel.

**PARAGRAPH VI**

The Defendant states that the claims of the Plaintiff are barred, either in whole or in part, by reason of Plaintiff=s failure to mitigate damages.

**PARAGRAPH VII**

The Defendant states that the claims of the Plaintiff are *damnum absque injuria* for which no recovery is permitted by operation of West Virginia law.

**1 PARAGRAPH VI**

The Defendant further reserves the right to assert any Counterclaims and/or Cross-Claims against the Plaintiff and Defendants which discovery may disclose.

**PARAGRAPH VII**

Except as herein specifically admitted, the Defendant denies each, every and all allegations contained in Plaintiff's Complaint.

**WHEREFORE**, the Defendant, **VICTORY LANE EXPRESS GROCERY, LLC**, by and through counsel, demands relief as follows:

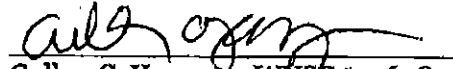
1. That Plaintiff's Complaint be dismissed and the Plaintiff recover nothing

thereunder;

2. For a Trial by Jury;
3. For its costs herein expended; and
4. For any and all just and further relief to which it may appear entitled.

2017 FEB -1 PM 3:50

Clifford L. Younger, Esq. Clerk

  
Cullen C. Younger, WVSB#126987  
Counsel for Plaintiff  
106 Logan Street  
Suite 2  
Williamson, WV 25661  
304-609-2851

**IN THE CIRCUIT COURT OF MINGO COUNTY, WEST VIRGINIA**

**LACY MUNCY  
PLAINTIFF**

2017 FEB -1 PM 3: 50

Mingo County, West Virginia

**VS:**

**CIVIL ACTION NO. 17-C-3  
HONORABLE MIKI THOMPSON**

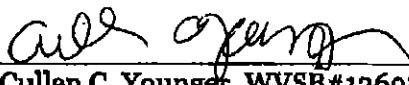
**VICTORY LANE EXPRESS GROCERY, LLC  
DEFENDANT**

**CERTIFICATE OF SERVICE**

This is to certify that a true and correct copy of the foregoing **Answer to Plaintiff's Complaint** has this day been served by mail on the following:

Justin J. Marcum, Esq.  
MARCUM LAW OFFICE, PLLC  
201 E. 2nd Avenue  
P.O. Box 2531  
Williamson, WV 25661

This the 1<sup>st</sup> day of February, 2017.

  
Cullen C. Younger, WVSB#126987  
Counsel for Plaintiff  
106 Logan Street  
Suite 2  
Williamson, WV 25661  
304-609-2851