

IN THE CIRCUIT COURT OF KANAWHA COUNTY, WEST VIRGINIA  
THE THRASHER GROUP, INC.

Plaintiff,

v.

BEAR CONTRACTING, LLC  
and GREAT AMERICAN INSURANCE COMPANY

Defendants.

Civil Action No.: 20C-772  
Honorable Judge Bailey

FILED  
2020 SEP -8 A 2:32  
KATHY S. GATSON, CLERK  
KANAWHA COUNTY CIRCUIT COURT

### COMPLAINT

Plaintiff, The Thrasher Group, Inc. ("Thrasher"), by and through its attorneys Adam S. Ennis, John D. Pizzo, and Steptoe & Johnson PLLC, and for its Complaint against Bear Contracting, LLC ("Bear") and Great American Insurance Company ("Great American") hereby states as follows:

### INTRODUCTION

1. Thrasher files this action to collect payments owed by Bear for engineering, design and other services provided relating to highway and highway bridge work. Bear is the prime contractor under three contracts with the West Virginia Department of Highways ("WVDOH"). Bear retained Thrasher to perform engineering services for those three contracts. Thrasher performed all required work under the subcontract as well as additional work requested by Bear. However, Bear has inexcusably failed to pay Thrasher over \$409,000.00, thereby necessitating this lawsuit. In addition, Great American issued contract bonds for, and is a surety to, Bear's obligations to its subcontractors on the projects, which include Thrasher. Accordingly, Great American is liable to Thrasher for Bear's indebtedness to Thrasher.

## **PARTIES**

2. Thrasher is a corporation formed under the laws of the State of West Virginia with its principal place of business located at 600 White Oaks Boulevard, Bridgeport, West Virginia.

3. Bear is a limited liability company organized under the laws of the State of West Virginia with its principal place of business located at 1 Columbia Boulevard, Clarksburg, West Virginia.

4. Great American is a corporation incorporated formed under the laws of the State of Ohio with its principal place of business located at 301 East Fourth Street, Cincinnati, Ohio.

## **JURISDICTION AND VENUE**

5. The Court has subject matter jurisdiction over this matter pursuant to West Virginia Code § 56-1-1.

6. Great American is licensed to conduct business in West Virginia, licenses agents to distribute its insurance/surety products to West Virginia residents and entities, and directs business activities to the State of West Virginia. Therefore, Great American has availed itself of the jurisdiction of this Court.

7. Venue is proper due to a forum selection clause of the Subcontract Agreements between Thrasher and Bear.

## **FACTS**

### **BLUE HORIZON PROJECT**

8. In 2017, WVDOH solicited proposals and bids for construction of certain highway work known as WVDOH Project “Blue Horizon Dr – PA St Ln” located in Monongalia County, West Virginia, more specifically identified as WVDOH Project Number S331-79-155.50 00, NFA-2117(035) (“Blue Horizon Project”).



9. Bear submitted a proposal and bid to WVDOH for the Blue Horizon Project on or around September 12, 2017 in the amount of \$16,639,333.75.

10. WVDOH awarded the Blue Horizon Project to Bear on September 25, 2017.

11. On September 25, 2017, Great American issued a Contract Bond ("Blue Horizon Bond") for the Blue Horizon Project in the amount of \$16,972,120.42 as required by WVDOH. *See Blue Horizon Bond*, a copy of which is attached hereto as "Exhibit A."

12. By issuing the Blue Horizon Bond, Great American became surety for the payment and performance obligations of Bear pursuant to Bear's contract with WVDOH to perform the Blue Horizon Project – Contract ID 1718156.

13. Under the Blue Horizon Bond, Great American agreed to be bound "jointly and severally" with Bear to "promptly pay in full" all subcontractors having a direct contractual relationship with Bear in the performance of work on the Blue Horizon Project if Bear failed to make prompt payment to its subcontractors, which include Thrasher. (*See Blue Horizon Bond*, p. 1)

14. Bear entered into Contract ID 1718156 ("Blue Horizon Contract") with WVDOH on September 25, 2017 for Bear to undertake the highway construction work described in the Blue Horizon Contract.

15. On July 9, 2018, Bear entered into a Subcontract Agreement with Thrasher to provide engineering, design, and professional services for the Blue Horizon Project ("Blue Horizon Subcontract"). *See Blue Horizon Subcontract*, attached hereto as "Exhibit B"<sup>1</sup> The Blue Horizon Subcontract includes a scope of work that Thrasher agreed to perform for the lump sum

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<sup>1</sup> The Blue Horizon Subcontract incorporates the Blue Horizon Contract between the WVDOH and Bear, WVDOH's Request for Proposal and all exhibits, documents, plans, specifications and Bear's Proposal which comprise the Prime Contract. As these materials are voluminous they are not attached hereto.

price of \$222,000.00.

16. Thrasher completed its scope of work under the Blue Horizon Subcontract on or about September 9, 2019.

17. On January 8, 2019, the WVDOH declared the Blue Horizon Project substantially complete.<sup>2</sup>

18. Bear owes Thrasher \$132,000.00 for work performed by Thrasher under the Blue Horizon Subcontract.

19. As of September 3, 2020, the WVDOH has paid \$16,627,907.08 to Bear under the Blue Horizon Project.<sup>3</sup>

20. As of September 3, 2020, as reflected on the WVDOH website, the WVDOH stated that the Blue Horizon Project is 98.42% complete.<sup>4</sup>

21. Bear has breached the Blue Horizon Subcontract by failing to pay Thrasher \$132,000.00 for work performed by Thrasher pursuant to the Blue Horizon Subcontract, despite demand.

### **DIANA DECK PROJECT**

22. WVDOH solicited proposals and bids for construction of a highway bridge known as the Diana Deck Girder Project located in Webster County, West Virginia, more specifically identified as WVDOH Project Number NFA-2117(019)D (U351-15-8.67 00) (“Diana Deck Project”).

23. Bear submitted a proposal and bid for the Diana Deck Project to the WVDOH on or around September 12, 2017, in the amount of \$1,382,364.80.

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<sup>2</sup> This is set forth on the WVDOH website. *See* <https://www.wva.state.wv.us/wvdot/surety/>.

<sup>3</sup> *Id.*

<sup>4</sup> *Id.*



24. WVDOH awarded the Diana Deck Project to Bear on September 15, 2017.
25. On September 15, 2017, Great American issued a Contract Bond for Diana Deck in the amount of \$1,406,577.76 as required by the WVDOH (“Diana Deck Bond”). *See* Diana Deck Bond, a copy of which is attached hereto as “Exhibit C.”
26. By issuing the Diana Deck Bond, Great American became surety for the payment and performance obligations of Bear pursuant to Bear’s contract with the WVDOH to perform the Diana Deck Project – Contract ID 1503401.
27. Under the Diana Deck Bond, Great American agreed to be bound “jointly and severally” with Bear to “promptly pay in full” all subcontractors having a direct contractual relationship with Bear in the performance of work on the Diana Deck Project if Bear failed to make prompt payment to its subcontractors, which include Thrasher. (*See* Diana Deck Bond, p. 1)
28. Bear entered into Contract ID 1503401 (“Diana Deck Contract”) with WVDOH on September 15, 2017 for Bear to complete the Diana Deck Project.
29. At the request of Bear, Thrasher began work on the Diana Deck Project on November 1, 2017.
30. On April 25, 2018, Bear entered into a Subcontract Agreement with Thrasher to provide engineering, design, and professional services for the Diana Deck Project (“Diana Deck Subcontract”). *See* Diana Deck Subcontract, a copy of which is attached hereto as “Exhibit D.”<sup>5</sup> The Diana Deck Subcontract includes a scope of work that Thrasher agreed to perform for the lump sum price of \$130,000.00.
31. Thrasher completed its scope of work under the Diana Deck Subcontract on or

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<sup>5</sup> The Diana Deck Subcontract incorporates the Blue Horizon Contract between the WVDOH and Bear, WVDOH’s Request for Proposal and all exhibits, documents, plans, specifications and Bear’s Proposal which comprise the Prime Contract. As these materials are voluminous they are not attached hereto.

before August 15, 2018.

32. During Thrasher's performance of the Diana Deck Subcontract, Bear directed Thrasher to perform additional work that was outside the scope of the Subcontract.

33. Thrasher completed all out-of-scope survey services requested by Bear on the Diana Deck Project on or before September 12, 2019.

34. Bear requested and Thrasher performed out-of-scope quality control services for Bear on the Diana Deck Contract until October 28, 2019.

35. On December 12, 2019, the WVDOH declared the Diana Deck Project substantially complete.<sup>6</sup>

36. As of September 3, 2020, WVDOH has paid \$1,341,789.61 to Bear for the Diana Deck Project.<sup>7</sup>

37. As of September 3, 2020, as reflected on the WVDOH website, the WVDOH stated that the Diana Deck Project is 97.06% complete.<sup>8</sup>

38. Bear owes Thrasher \$207,896.84 for work Thrasher performed under the Diana Deck Subcontract and for additional out-of-scope services performed by Thrasher on the Diana Deck Project as requested by Bear.

39. Bear has breached the Diana Deck Subcontract by failing to pay Thrasher \$207,896.84 for work performed by Thrasher under the Diana Deck Subcontract, including additional out-of-scope services requested by Bear, despite demand.

#### **PIKE FORK PROJECT**

40. WVDOH solicited proposals and bids for construction of a highway bridge known

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<sup>6</sup> This is set forth on the WVDOH website. See <https://www.wva.state.wv.us/wvdot/surety/>.

<sup>7</sup> *Id.*

<sup>8</sup> *Id.*



as Pike Fork Bridge located in Doddridge County, West Virginia, more specifically identified as WVDOH Project Number NFA-2117(020)D (S309-23-8.20 00) (“Pike Fork Project”).

41. Bear submitted a proposal and bid for the Pike Fork Project to the WVDOH on or around September 12, 2017, in the amount of \$1,074,618.80.

42. WVDOH awarded the Pike Fork Project to Bear on September 15, 2017.

43. On September 15, 2017, Great American issued a Contract Bond for the Pike Fork Project in the amount of \$1,029,077.80 as required by the WVDOH (“Pike Fork Bond”). *See Pike Fork Bond*, a copy of which is attached hereto as “Exhibit E.”

44. By execution of the Pike Fork Bond, Great American became surety for the payment and performance obligations of Bear pursuant to Bear’s contract with the WVDOH to perform the Pike Fork Project – Contract ID 0114556.

45. Under the Pike Fork Bond, Great American agreed to be bound “jointly and severally” with Bear to “promptly pay in full” all subcontractors having a direct contractual relationship with Bear in the performance of work on the Pike Fork Project if Bear failed to make prompt payment to said subcontractors, which include Thrasher. (*See Pike Fork Bond*, p. 1)

46. Bear entered into Contract ID 0114556 (“Pike Fork Contract”) with the WVDOH on September 15, 2017, for Bear to complete the Pike Fork Project.

47. At the request of Bear, Thrasher performed services relating to the Pike Fork Project on November 1, 2017.

48. On April 25, 2018, Bear entered into a Subcontract Agreement with Thrasher to provide engineering, design, and professional services for the Pike Fork Project (“Pike Fork Subcontract”). *See Pike Fork Subcontract*, attached hereto as “Exhibit F.” The Pike Fork Subcontract includes a scope of work that Thrasher agreed to perform for the lump sum price of

\$130,000.00.<sup>9</sup>

49. Thrasher completed and submitted all work pursuant to the original proposal of the Pike Fork Subcontract on or before August 15, 2018, except for two survey visits that were not completed because Bear, without justifiable cause, terminated the Pike Fork Subcontract prior to completion of the two survey visits.

50. During Thrasher's performance of the Pike Fork Subcontract, Bear requested that Thrasher perform additional services that were outside the scope of the Subcontract.

51. Thrasher completed all out-of-scope analysis and design services requested by Bear relating to the Pike Fork Project on or before April 2, 2019.

52. On June 8, 2020, the WVDOH declared the Pike Fork Project substantially complete.<sup>10</sup>

53. As of September 3, 2020, the WVDOH has paid \$1,073,609.91 to Bear for the Pike Fork Project.<sup>11</sup>

54. As of September 3, 2020, as reflected on the WVDOH website, the WVDOH stated that the Pike Fork Project is 99.91% complete.<sup>12</sup>

55. As of September 3, 2020, Bear owed Thrasher \$70,000.00 for work performed pursuant to the Pike Fork Subcontract.

56. Bear has breached the Pike Fork Subcontract by failing to pay Thrasher \$70,000.00 for work performed under the Pike Fork Subcontract, including extra out-of-scope work performed at Bear's request, despite demand.

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<sup>9</sup> The Pike Fork Subcontract incorporates the Blue Horizon Contract between the WVDOH and Bear, WVDOH's Request for Proposal and all exhibits, documents, plans, specifications and Bear's Proposal which comprise the Prime Contract. As these materials are voluminous they are not attached hereto.

<sup>10</sup> This is set forth on the WVDOH website. See <https://www.wva.state.wv.us/wvdot/surety/>.

<sup>11</sup> *Id.*

<sup>12</sup> *Id.*



**BEAR'S UNJUSTIFIABLE TERMINATION "FOR CAUSE"  
OF THE DIANA DECK AND PIKE FORK SUBCONTRACTS**

57. By letter dated October 29, 2019, Bear informed Thrasher that it was terminating the Diana Deck Subcontract "for cause" due to alleged violations of the Subcontract. The identified, alleged failures of Thrasher were failure to "pay its subcontractors" and "prepare the erection and overhang designs."

58. By letter sent November 15, 2019, Bear informed Thrasher that it was terminating the Pike Fork Subcontract "for cause" due to alleged violations of the Subcontract. The identified, alleged failures of Thrasher were failure to "pay its subcontractors," to "prepare the demo, erection, and overhang designs," and for "row acquisition."

59. Contrary to Bear's assertions, Thrasher did not violate either the Diana Deck Subcontract or the Pike Fork Subcontract. In fact, Bear's termination "for cause" was unjustified and constitutes a breach of those Subcontracts. Bear's purported termination "for cause" was an attempt to avoid its payment obligations to Thrasher and to shift to Thrasher certain costs that Bear assumed under its Contracts with WVDOH.

60. First, Bear's assertion that Thrasher failed to "pay its subcontractors" is false because Thrasher had no subcontractors under either the Diana Deck or the Pike Fork Subcontracts. In particular, and to the extent it is in part or in whole the basis for Bear's purported termination, Thrasher did not assume the obligation to pay for "row acquisition" or the services of any real estate acquisition company as part of the Diana Deck Subcontract or the Pike Fork Subcontract.

61. Second, Bear's assertions that Thrasher failed to "prepare the erection and overhang designs" on the Diana Deck Project and failed to "prepare the demo, erection, and overhang designs" on the Pike Fork Project are false. Such work is construction support services that were

not within Thrasher's scope of work under the Subcontracts.

**FIRST COUNT**  
**(BREACH OF CONTRACT – BLUE HORIZON)**  
**(AGAINST BEAR)**

62. Thrasher repeats and realleges the foregoing paragraphs of this Complaint as if fully set forth here.

63. Thrasher fully performed its obligations under the Blue Horizon Subcontract.

64. Bear breached the Blue Horizon Subcontract by its failure and/or refusal to pay Thrasher in full for the services provided by Thrasher, despite demand.

65. Thrasher suffered damages in the amount of \$132,000.00 plus interest and costs as a result of Bear's breach of contract.

**SECOND COUNT**  
**(QUANTUM MERUIT – BLUE HORIZON)**  
**(AGAINST BEAR)**

66. Thrasher repeats and realleges the prior paragraphs of this Complaint as if fully set forth here.

67. Thrasher provided valuable services that were necessary for Bear to perform its obligations to WVDOT in furtherance of the Blue Horizon Contract.

68. Bear benefitted from Thrasher's services. Bear could not have performed its obligations to WVDOT under the Blue Horizon Contract in the absence of the services that Thrasher provided.

69. Bear has failed and refused to pay Thrasher for all services provided in connection with the Blue Horizon Project, despite demand.

70. Bear has been unjustly enriched by receiving valuable services from Thrasher.

71. Thrasher has suffered damages as a result of Bear's failure to pay for the services provided by Thrasher equal to the value of services provided to Bear in furtherance Bear's contract



with WVDOH for the Blue Horizon Project.

**THIRD COUNT**  
**(CLAIM ON CONTRACT BOND – BLUE HORIZON)**  
**(AGAINST GREAT AMERICAN)**

72. Thrasher repeats and realleges the prior paragraphs of this Complaint as if fully set forth here.

73. The Blue Horizon Bond obligates Great American to “pay in full...for all materials...and labor used by [Bear] in and about the performance of such contract.” *See* Exhibit A.

74. The Blue Horizon Bond incorporates the Blue Horizon Subcontract and makes Great American “jointly and severally” liable with Bear to “pay in full...for all materials...and labor.” *See* Exhibit A.

75. Thrasher fully performed its contractual obligations under the Blue Horizon Subcontract.

76. By letter dated November 21, 2019, Thrasher notified Bear of the outstanding amount owed Thrasher by Bear and demanded payment thereof.

77. As set forth above, Bear defaulted on its payment obligations and breached the Blue Horizon Subcontract by its failure and/or refusal to pay Thrasher in full for the services provided by Thrasher, despite demand.

78. Great American, as Surety to Bear in connection with the Blue Horizon Contract, is obligated to pay in full Thrasher as set forth in the Pike Fork Bond.

79. Thrasher is entitled to full payment from Great American under West Virginia’s Little Miller Act, West Virginia Code §§ 5-22-1 through 22-3, 38-2-39 in the amount that is owed by Bear to Thrasher under the Blue Horizon Subcontract, which is \$132,000.00 plus interest and costs.

**FOURTH COUNT**  
**(BREACH OF CONTRACT – DIANA DECK)**  
**(AGAINST BEAR)**

80. Thrasher repeats and realleges the foregoing paragraphs of this Complaint as if fully set forth here.

81. Thrasher has fully performed its obligations under the Diana Deck Subcontract.

82. Bear breached the Diana Deck Subcontract by its failure and/or refusal to pay Thrasher in full for the services furnished by Thrasher, despite demand.

83. Thrasher has suffered damages in the amount of \$207,896.84 plus interest and costs as a result of Bear's breach of contract.

**FIFTH COUNT**  
**(QUANTUM MERUIT – DIANA DECK)**  
**(AGAINST BEAR)**

84. Thrasher repeats and realleges the prior paragraphs of this Complaint as if fully set forth here.

85. Thrasher provided valuable services that were necessary for Bear to perform its obligations to WVDOH in furtherance of Bear's Diana Deck Contract.

86. Bear benefitted from Thrasher's services. Bear could not have performed its obligations to WVDOH under Diana Deck Contract in the absence of the services that Thrasher provided.

87. Bear has failed and refused to pay Thrasher for the services provided by Thrasher relating to the Diana Deck Project.

88. Bear has been unjustly enriched by receiving valuable services from Thrasher.

89. Thrasher has suffered damages as a result of Bear's failure to pay for the services provided by Thrasher equal to the value of services provided to Bear in furtherance Bear's contract with WVDOH for the Diana Deck Project.



**SIXTH COUNT**  
**(DECLARATORY JUDGMENT – DIANA DECK)**  
**(AGAINST BEAR)**

90. Pursuant to the Uniform Declaratory Judgments Act, West Virginia Code §§ 53-13-1 *et seq.*, Thrasher hereby requests that the Court declare the rights, obligations, status and legal relations between Thrasher and Bear under the Diana Deck Subcontract.

91. There exists an actual and justiciable controversy between Thrasher and Bear regarding whether Thrasher has completed its contractual obligations under the Diana Deck Subcontract.

92. Thrasher is entitled to and seeks the Court to declare that Thrasher has completed its contractual obligations under the Diana Deck Subcontract.

**SEVENTH COUNT**  
**(CLAIM ON CONTRACT BOND – DIANA DECK)**  
**(AGAINST GREAT AMERICAN)**

93. Thrasher repeats and realleges the prior paragraphs of this Complaint as if fully set forth here.

94. The Diana Deck Bond obligates Great American “pay in full...for all materials...and labor used by [Bear] in and about the performance of such contract.” *See* Exhibit C.

95. The Diana Deck Bond incorporates the Diana Deck Subcontract and makes Great American “jointly and severally” liable with Bear to “pay in full...for all materials...and labor” *See* Exhibit C.

96. Thrasher has fully performed its contractual obligations under the Diana Deck Subcontract.

97. By letter dated November 21, 2019, Thrasher notified Bear of the outstanding amount owed Thrasher by Bear and demanded payment thereof.

98. As set forth above, Bear defaulted on its payment obligations to Thrasher and breached the Diana Deck Subcontract by its failure and/or refusal to pay Thrasher in full for the services provided by Thrasher.

99. Great American, as Surety to Bear in connection with the Diana Deck Contract, is obligated to pay in full Thrasher as set forth in Diana Deck Bond.

100. Thrasher is entitled to full payment from Great American under West Virginia's Little Miller Act, West Virginia Code §§ 5-22-1 through 22-3, 38-2-39, in the amount that is owed by Bear to Thrasher under the Diana Deck Subcontract, which is \$207,896.84 plus interest and costs.

**EIGHTH COUNT**  
**(BREACH OF CONTRACT – PIKE FORK)**  
**(AGAINST BEAR)**

101. Thrasher repeats and realleges the foregoing paragraphs of this Complaint as if fully set forth here.

102. Thrasher has fully performed its obligations under the Pike Fork Subcontract, except for two survey site visits. The two survey site visits were not completed for the sole reason that Bear unjustifiably and improperly terminated the Pike Fork Subcontract prior to the time they were to be performed.

103. Bear has breached the Pike Fork Subcontract by its failure and/or refusal to pay Thrasher in full for the services provided by Thrasher.

104. Thrasher has suffered damages as a result of Bear's breach of contract in the amount of \$70,000.00 plus interest and costs.

**NINTH COUNT**  
**(QUANTUM MERUIT – PIKE FORK)**  
**(AGAINST BEAR)**

105. Thrasher repeats and realleges the prior paragraphs of this Complaint as if fully set



forth here.

106. Thrasher provided valuable services that were necessary for Bear to perform its obligations to WVDOH under the Pike Fork Contract.

107. Bear benefitted from Thrasher's services. Bear could not have performed its obligations to WVDOH under the Pike Fork Contract in the absence of the services that Thrasher provided.

108. Bear has failed and refused to pay Thrasher for the services that Thrasher provided.

109. Bear has been unjustly enriched by receiving valuable services from Thrasher.

110. Thrasher has suffered damages equal to the value of services provided to Bear in furtherance Bear's contract with WVDOH for the Pike Fork Project, or \$70,000 plus interest and costs.

**TENTH COUNT**  
**(DECLARATORY JUDGMENT – PIKE FORK)**  
**(AGAINST BEAR)**

111. Pursuant to the Uniform Declaratory Judgments Act, West Virginia Code §§ 53-13-1 *et seq.*, Thrasher hereby requests that the Court declare the rights, obligations, status and legal relations between Thrasher and Bear under the Pike Fork Subcontract.

112. There exists an actual and justiciable controversy between Thrasher and Bear regarding whether Thrasher has completed its contractual obligations under the Pike Fork Subcontract.

113. Thrasher is entitled to and seeks the Court to declare that Thrasher has completed its contractual obligations to Bear under the Pike Fork Subcontract.

114. Therefore, Thrasher is entitled to and seeks the above requested declaratory judgment against Bear regarding the Pike Fork Project.

**ELEVENTH COUNT**  
**(CLAIM ON CONTRACT BOND – PIKE FORK)**  
**(AGAINST GREAT AMERICAN)**

115. Thrasher repeats and realleges the prior paragraphs of this Complaint as if fully set forth here.

116. The Pike Fork Bond obligates Great American to “pay in full...for all materials...and labor used by [Bear] in and about the performance of such contract.” *See* Exhibit E.

117. The Pike Fork Bond incorporates the Pike Fork Subcontract and makes Great American “jointly and severally” liable with Bear to “pay in full...for all materials...and labor.” *See* Exhibit E.

118. Thrasher completed its contractual obligations under the Pike Fork Subcontract, except for two survey visits that were not completed because Bear terminated the Pike Fork Subcontract before they were performed.

119. By letter dated November 21, 2019, Thrasher notified Bear of the outstanding amount owed Thrasher by Bear and demanded payment thereof.

120. Bear defaulted on its payment obligations and breached the Pike Fork Subcontract by its failure and/or refusal to pay Thrasher in full for the services provided by Thrasher.

121. Great American, as Surety to Bear in connection with the Pike Fork Contract, is obligated to fully pay Thrasher as set forth in Pike Fork Bond.

122. Thrasher is entitled to full payment from Great American under West Virginia’s Little Miller Act, West Virginia Code §§ 5-22-1 through 22-3, 38-2-39, in the amount that Bear owes Thrasher under the Pike Fork Subcontract, which is \$70,000.00 plus interest and costs.

**WHEREFORE**, Thrasher respectfully requests the following relief:

- a. On the First Count, a judgment in favor of Thrasher and against Bear in the amount



of \$132,000.00 plus interest and costs as a result of Bear's breach of the Blue Horizon Subcontract;

- b. On the Second Count, a judgment in favor of Thrasher and against Bear in an amount equal to the value of the unpaid services provided to Bear under the Blue Horizon Subcontract, plus interest;
- c. On the Third Count, a judgment in favor of Thrasher and against Great American in an amount equal to Bear's indebtedness to Thrasher under the Blue Horizon Subcontract, which is \$132,000.00 plus interest and costs;
- d. On the Fourth Count, a judgment in favor of Thrasher and against Bear in the amount of \$207,896.84 plus interest and costs as a result of Bear's breach of the Diana Deck Subcontract;
- e. On the Fifth Count, a judgment in favor of Thrasher and against Bear in an amount equal to the value of the unpaid services provided to Bear under the Diana Deck Subcontract, plus interest;
- f. On the Sixth Count, a declaration that Thrasher has completed its contractual obligations under the Diana Deck Subcontract;
- g. On the Seventh Count, a judgment in favor of Thrasher and against Great American in an amount equal to Bear's indebtedness to Thrasher under the Diana Deck Subcontract, which is \$207,896.84 plus interest and costs;
- h. On the Eighth Count, a judgment in favor of Thrasher and against Bear in the amount of \$70,000.00 plus interest and costs as a result of Bear's breach of the Pike Fork Subcontract;
- i. On the Ninth Count, a judgment in favor of Thrasher and against Bear in an amount equal to the value of the unpaid services provided to Bear under the Pike Fork

Subcontract, plus interest;

- j. On the Tenth Count, a declaration that Thrasher has completed its contractual obligations under the Pike Fork Subcontract;
- k. On the Eleventh Count, a judgment in favor of Thrasher and against Great American in an amount equal to Bear's indebtedness to Thrasher under the Pike Fork Subcontract, which is \$70,000.00 plus interest and costs;
- l. and such further, additional, and different relief as the Court deems just and proper.

**THRASHER DEMANDS TRIAL BY JURY.**

**THE THRASHER GROUP, INC.**

**By Counsel**

A handwritten signature in black ink, appearing to read "w/permission", is written over a horizontal line.

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