

IN THE CIRCUIT COURT OF BERKELEY COUNTY, WEST VIRGINIA

M&D RENTAL CORPORATION, a Foreign Corporation

Plaintiff,

vs.

Civil Action No. 15-C-38

FARMERS & MERCHANTS BANK AND TRUST, INC.,
DEALERSHIP MANAGEMENT COMPANY, LLC,
WINCHESTER HOSPITALITY, LLC,
UNITED BANKSHARES, INC.,
BGR ASSOCIATES, LLC,
UNITED BANK, INC.,
MID-ATLANTIC GROUP, LLC,
RJCPTP, LLC, and
PATTHOFF FAMILY, LLC,

Defendants.

ANSWER OF DEALERSHIP MANAGEMENT COMPANY, LLC

COMES NOW the Defendant Dealership Management Company, LLC, by counsel,
and for its Answer to the Complaint asserts the following:

1. Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegation in Paragraph 1 and demands strict proof thereof.
2. Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegation in Paragraph 2 and demands strict proof thereof.
3. Defendant admits the allegations in Paragraph 3.
4. Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegation in Paragraph 4 and demands strict proof thereof.
5. Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegation in Paragraph 5 and demands strict proof thereof.

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6. Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegation in Paragraph 6 and demands strict proof thereof.

7. Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegation in Paragraph 7 and demands strict proof thereof.

8. Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegation in Paragraph 8 and demands strict proof thereof.

9. Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegation in Paragraph 9 and demands strict proof thereof.

10. Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegation in Paragraph 10 and demands strict proof thereof.

11. Defendant re-asserts paragraphs 1 through 10 of this Answer.

12. Defendant admits the substance of Paragraph 12 but asserts that it is without knowledge or information sufficient to form a belief as to L&B Land Development, LLC's actual corporate authority to purchase real estate in September 2011.

13. Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegation in Paragraph 13 and demands strict proof thereof.

14. Defendant denies the allegation in Paragraph 14 insofar as it alleges that the Property is Plaintiff's property, and admits the remainder of Paragraph 14.

15. Defendant denies the allegation in Paragraph 15 insofar as it alleges that the Property is Plaintiff's property, and admits the remainder of Paragraph 15.

16. Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegation in Paragraph 16 and demands strict proof thereof.

17. Defendant denies the allegation in Paragraph 17 and demands strict proof thereof.

18. Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegation in Paragraph 18 and demands strict proof thereof.

19. Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegation in Paragraph 19 and demands strict proof thereof.

20. Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegation in Paragraph 20 and demands strict proof thereof.

21. Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegation in Paragraph 21 and demands strict proof thereof.

22. Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegation in Paragraph 22 and demands strict proof thereof.

23. Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegation in Paragraph 23 and demands strict proof thereof.

24. Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegation in Paragraph 24 and demands strict proof thereof.

25. Defendant denies the allegation in Paragraph 25 because the Declaration to which Paragraph 25 refers does not specifically reference "management, maintenance, repair and upkeep" of the Property; rather, the terms of the Declaration speak for themselves.

26. Defendant admits the allegation in Paragraph 26.

27. With respect to the allegations in Paragraph 27, the Agreement speaks for itself and Defendant denies any allegation in Paragraph 27 which contradicts the Agreement.

28. Defendant denies the allegations set forth in Paragraph 28 and demands strict proof thereof.

29. Defendant denies the allegations set forth in Paragraph 29 and demands strict proof thereof.

30. Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegation with respect to other Defendants in Paragraph 30 and demands strict proof thereof. This Defendant admits that it has not paid the unreasonable invoices submitted by Plaintiff.

31. Paragraph 31 states a conclusion to which no response is required.

32. Defendant re-asserts paragraphs 1 through 32 of this Answer.

33. Defendant denies the allegation in Paragraph 33 because the Declaration to which Paragraph 33 refers does not specifically reference "management, maintenance, repair and upkeep" of the Property; rather, the terms of the Declaration speak for themselves.

34. Defendant admits the allegation in Paragraph 34.

35. With respect to the allegations in Paragraph 35, the Agreement speaks for itself and Defendant denies any allegation in Paragraph 35 which contradicts the Agreement.

36. Defendant denies the allegations set forth in Paragraph 36 and demands strict proof thereof.

37. Defendant denies the allegations set forth in Paragraph 37 and demands strict proof thereof.

38. Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegation with respect to other Defendants in Paragraph 38 and demands strict proof thereof. This Defendant admits that it has not paid the unreasonable invoices submitted by Plaintiff.

39. With respect to the allegations in Paragraph 39, the Agreement speaks for itself and Defendant denies any allegation in Paragraph 39 which contradicts the Agreement.

40. Defendant denies the allegations set forth in Paragraph 40 and demands strict proof thereof.

41. Defendant denies the allegations set forth in Paragraph 41 and demands strict proof thereof.

42. Defendant re-asserts paragraphs 1 through 42 of his Answer.

43. Defendant denies the allegations set forth in Paragraph 43 and demands strict proof thereof.

44. Defendant denies the allegations set forth in Paragraph 44 and demands strict proof thereof.

45. Defendant denies the allegations set forth in Paragraph 45 and demands strict proof thereof.

46. Defendant denies the allegations set forth in Paragraph 46 and demands strict proof thereof.

47. Defendant denies the allegations set forth in Paragraph 47 and demands strict proof thereof.

FIRST DEFENSE

The Complaint fails to state a cause of action upon which relief may be granted and should be dismissed pursuant to Rule 12(b).

SECOND DEFENSE

Defendant sets forth all affirmative defenses contemplated under Rule 8(c), 9, and 12 of the West Virginia Rules of Civil Procedure, including but not limited to accord and satisfaction, statute of limitations, estoppel, laches, waiver, and unclean hands.

THIRD DEFENSE

Plaintiff failed to mitigate his damages.

FOURTH DEFENSE

Plaintiff's Complaint seeks amounts far beyond the reasonable costs to maintain the Property and if Plaintiff is entitled to any payment, it is only for this Defendant's pro rata share of the quantum meruit value of the maintenance and repair, if any, of the Property.

FIFTH DEFENSE

Plaintiff lacks standing to bring this claim.

SIXTH DEFENSE

There is no privity of contract between Plaintiff and this Defendant.

SEVENTH DEFENSE

Plaintiff has failed to join an indispensable party.

EIGHTH DEFENSE

Defendant was not provided proper notice of the tax sale to L&B Development, LLC.

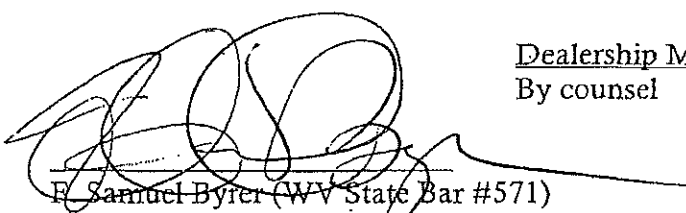
NINTH DEFENSE

The Defendant denies each and every allegation in Plaintiff's Complaint not specifically and expressly admitted herein.

PRAYER FOR RELIEF

Wherefore, due to the foregoing and other reasons, Defendant Dealership Management Company, LLC, demands that judgment be entered in its favor, that this matter be dismissed with prejudice, that Plaintiff take nothing on its Complaint, and that the Court grant such other relief as is just under the circumstances.

Dealership Management Company, LLC.
By counsel



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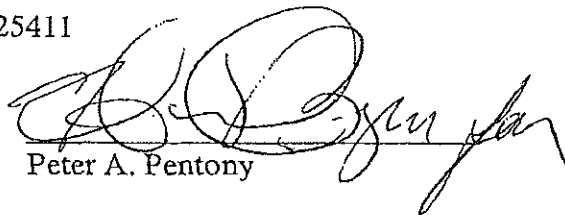
Defendants.

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2015 MAR -9 PM 3:34
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Certificate of Service

I, Peter A. Pentony, hereby certify that on the 9th day of March, 2015, I served the foregoing **Answer of Dealership Management Company, LLC**, upon Plaintiff's counsel, Eric Black, by depositing a true copy thereof in the United States mail, postage prepaid, in an envelope addressed to him as follows:

Eric Black, Esq.
380 South Washington Street
Berkeley Springs, West Virginia 25411


Peter A. Pentony