

IN THE CIRCUIT COURT FOR BERKELEY COUNTY, WEST VIRGINIA

M & D RENTAL CORPORATION,
a Foreign Corporation

Plaintiff,

v.

Civil Action No.: 15-C-38
Judge John C. Yoder

FARMER'S AND 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,
PATTHOFF FAMILY, LLC

Defendants.

BERKELEY COUNTY
CIRCUIT CLERK
2015 APR 15 AM 11:10
VIRGINIA H. SINE, CLERK

ANSWER OF DEFENDANTS WINCHESTER HOSPITALITY, LLC, UNITED
BANKSHARES, INC., BGR ASSOCIATES, LLC, UNITED BANK, INC., AND RJCPTP,
LLC, AND PATTHOFF FAMILY, LLC

COME NOW Defendants United Bankshares, Inc., BGR Associates, LLC, United Bank, Inc., Winchester Hospitality, LLC, Patthoff Family, LLC, and RJCPTP, LLC by and through his counsel, Kenneth J. Barton, Jr., Austin M. Hovermale, and the law firm of Steptoe & Johnson PLLC, and submit this Answer to the Plaintiff's Complaint as follows:

FIRST DEFENSE

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

SECOND DEFENSE

The Complaint is barred by the applicable statutes of limitation and doctrine of laches.

THIRD DEFENSE

The Plaintiff has suffered no injury or damages caused by the Defendants.

FOURTH DEFENSE

All damages alleged by the Complaint are directly attributable to the Plaintiff's breach of the Agreement as defined therein.

FIFTH DEFENSE

The Defendants formally assert all other legal and equitable defenses in this action in the event that discovery leads to facts which warrant their application.

SIXTH DEFENSE

1. The Defendants admit the allegations set forth in paragraph 1 of the Complaint upon information and belief.

2. The Defendants admit the allegations set forth in paragraph 2 of the Complaint upon information and belief.

3. The Defendants admit the allegations set forth in paragraph 3 of the Complaint upon information and belief.

4. The Defendants admit the allegations contained in Paragraph 4 of the Complaint.

5. The Defendants admit the allegations contained in Paragraph 5 of the Complaint.

6. The Defendants admit the allegations contained in Paragraph 6 of the Complaint.

7. The Defendants admit the allegations contained in Paragraph 7 of the Complaint, except insofar as it misstates the principal office address of United Bank, Inc., which is 514 Market Street, Parkersburg, West Virginia 26101.

8. The Defendants admit the allegations set forth in paragraph 8 of the Complaint upon information and belief.

9. The Defendants admit the allegations contained in Paragraph 9 of the Complaint, except insofar as it states that the address set forth therein is the principal office address. The address set forth in Paragraph 9 of the Complaint is the designated office address for RJCPTP, LLC.

10. The Defendants admit the allegations contained in Paragraph 10 of the Complaint.

STATEMENT OF FACTS

11. The Defendants incorporate their responses to Paragraphs 1-10 of the Complaint as if fully set forth herein.

12. The Defendants admit the allegations set forth in paragraph 12 of the Complaint upon information and belief, except with respect to the name of the seller of the property.

13. The Defendants are without information sufficient to form a belief as to the allegations set forth in paragraph 13 of the Complaint and can therefore neither admit nor deny the same.

14. The Defendants deny the allegations set forth in paragraph 14 of the Complaint as phrased.

15. The Defendants deny the allegations set forth in paragraph 15 of the Complaint as phrased.

16. The Defendants are without information sufficient to form a belief as to the allegations set forth in paragraph 16 of the Complaint and can therefore neither admit nor deny the same.

17. The Defendants are without information sufficient to form a belief as to the allegations set forth in paragraph 17 of the Complaint and can therefore neither admit nor deny the same.

18. The Defendants deny the allegations contained in Paragraph 18 of the Complaint, except insofar as the Defendants are without information sufficient to form a belief as to the exact acreage and square footage alleged and can therefore neither admit nor deny the same.

19. The Defendants admit the allegations contained in Paragraph 19 of the Complaint, except insofar as the Defendants are without information sufficient to form a belief as to the exact acreage and square footage alleged and can therefore neither admit nor deny the same.

20. The Defendants admit the allegations contained in Paragraph 20 of the Complaint, except insofar as the Defendants are without information sufficient to form a belief as to the exact acreage and square footage alleged and can therefore neither admit nor deny the same.

21. The Defendants admit the allegations contained in Paragraph 21 of the Complaint, except insofar as the Defendants are without information sufficient to form a belief as to the exact acreage and square footage alleged and can therefore neither admit nor deny the same.

22. The Defendants are without information sufficient to form a belief as to the allegations set forth in paragraph 22 of the Complaint and can therefore neither admit nor deny the same.

23. The Defendants admit the allegations contained in Paragraph 23 of the Complaint, except insofar as the Defendants are without information sufficient to form a belief as to the exact acreage and square footage alleged and can therefore neither admit nor deny the same.

24. The Defendants admit the allegations contained in Paragraph 24 of the Complaint, except insofar as the Defendants are without information sufficient to form a belief as to the exact acreage and square footage alleged and can therefore neither admit nor deny the same.

25. The Defendants admit the allegations contained in Paragraph 25 of the Complaint.

26. The Defendants admit the allegations contained in Paragraph 26 of the Complaint.

27. The Defendants admit that the Agreement as defined in the Complaint is the run with the land for a set period of time (as set forth therein). The remainder of the allegations in paragraph 27 of the Complaint are denied as phrased.

28. The Defendants are without information sufficient to form a belief as to the allegations set forth in paragraph 28 of the Complaint and can therefore neither admit nor deny the same.

29. The Defendants deny the allegations set forth in paragraph 29 of the Complaint as phrased.

30. The Defendants deny the allegations set forth in paragraph 29 of the Complaint as phrased.

31. Paragraph 31 of the Complaint contains a statement of legal reasoning to which no response is required. To the extent a response is required, the Defendants deny the allegations set forth in Paragraph 31 of the Complaint.

BREACH OF CONTRACTS

32. The Defendants incorporate their responses to Paragraphs 1-31 of the Complaint as if fully set forth herein.

33. The Defendants generally admit the allegations contained in Paragraph 33 of the Complaint.

34. The Defendants admit the allegations contained in Paragraph 34 of the Complaint.

35. The Defendants admit that the Agreement as defined in the Complaint is the run with the land for a set period of time (as set forth therein). The remainder of the allegations in paragraph 35 of the Complaint are denied as phrased.

36. The Defendants are without information sufficient to form a belief as to the allegations set forth in paragraph 36 of the Complaint and can therefore neither admit nor deny the same.

37. The Defendants deny the allegations set forth in paragraph 37 of the Complaint as phrased.

38. The Defendants deny the allegations set forth in paragraph 38 of the Complaint as phrased.

39. The Defendants deny the allegations set forth in paragraph 39 of the Complaint as phrased.

40. The Defendants deny the allegations set forth in paragraph 40 of the Complaint.

41. The Defendants deny the allegations set forth in paragraph 41 of the Complaint, and demand strict proof of all damages alleged therein.

UNJUST ENRICHMENT

42. The Defendants incorporate their responses to Paragraphs 1-41 of the Complaint as if fully set forth herein.

43. The Defendants are without information sufficient to form a belief as to the allegations set forth in paragraph 43 of the Complaint and can therefore neither admit nor deny the same.

44. The Defendants are without information sufficient to form a belief as to the costs and benefits described in paragraph 44 of the Complaint. The Defendants generally deny the allegations set forth in paragraph 44 of the Complaint.

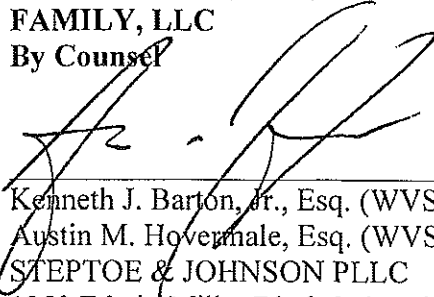
45. The Defendants deny the allegations set forth in paragraph 45 of the Complaint.

46. The Defendants deny the allegations set forth in paragraph 46 of the Complaint.

47. The Defendants deny the allegations set forth in paragraph 47 of the Complaint.

WHEREFORE, having fully answered, the Defendants respectfully request that this Court deny all relief sought by the Plaintiff, and further request that the Court dismiss this action against them, with prejudice and to award to them their costs, including attorneys' fees.

**WINCHESTER HOSPITALITY, LLC, UNITED
BANKSHARES, INC., BGR ASSOCIATES, LLC
UNITED BANK, INC., RJCPTP, LLC, PATTHOFF
FAMILY, LLC
By Counsel**



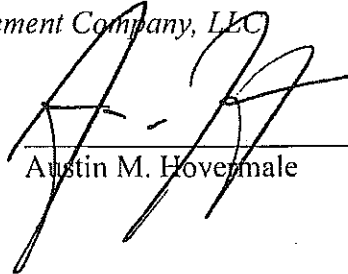
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CERTIFICATE OF SERVICE

I hereby certify that on the 15th day of April, 2015, I served the foregoing *Answer to Complaint* upon all counsel of record by depositing a true copy thereof in the United States mail, postage prepaid, in an envelope addressed as follows:

Eric S. Black, Esq.
380 South Washington Street
Berkeley Springs, WV 25411
Counsel for the Plaintiff

Peter A. Pentony, Esq.
P.O. Box 597
Charles Town, WV 25414
Counsel for Defendant Dealership Management Company, LLC


Austin M. Hovermale