

IN THE CIRCUIT COURT OF HARRISON COUNTY, WEST VIRGINIA

ZURICH AMERICAN INSURANCE COMPANY,
as subrogee of TURNER CONSTRUCTION
COMPANY, TURNER CORPORATION, and
TOMPKINS BUILDERS, INC.,

Plaintiffs,

v.

Civil Action No. 14-CV-391-2
The Honorable Thomas A. Bedell

THRASHER ENGINEERING, INC. d/b/a
THRASHER ENGINEERING, and
MASCARO CONSTRUCTION COMPANY, LP,

Defendants.

**DEFENDANT THRASHER ENGINEERING, INC.'S ANSWER TO DEFENDANT
MASCARO CONSTRUCTION COMPANY, LP'S CROSS-CLAIM**

NOW COMES Defendant Thrasher Engineering, Inc. (now known as The Thrasher Group, Inc., and hereafter referred to simply as "Thrasher"), by and through counsel, and answers co-defendant Mascaro Construction Company, LP's (hereafter simply "Mascaro") cross-claim as follows:

1. Upon information and belief, Thrasher admits the allegations contained in paragraph no. 1 of Mascaro's cross-claim.
2. Thrasher denies that Plaintiff's damages, if any, were the proximate result of the conduct of Thrasher Engineering. With respect to the remaining allegations in paragraph no. 2 of Mascaro's cross-claim, Thrasher is without sufficient knowledge or information to admit or deny them, and therefore denies the same.

3. Thrasher denies that its conduct caused or contributed to Plaintiff's alleged damages. With respect to the remaining allegations in paragraph no. 3 of Mascaro's cross-claim, Thrasher is without sufficient knowledge or information to admit or deny them, and therefore denies the same.

4. Thrasher denies the allegations contained in paragraph no. 4 of Mascaro's cross-claim.

5. Thrasher denies the allegations contained in paragraph no. 5 of Mascaro's cross-claim.

6. Thrasher admits the allegations contained in paragraph no. 6 of Mascaro's cross-claim.

7. Thrasher admits that the quoted language contained in paragraph no. 7 of Mascaro's cross-claim is a portion of paragraph 25 of the Standard Subcontract executed between Thrasher and Mascaro. Thrasher denies the remainder of the allegations contained in paragraph no. 7 of Mascaro's cross-claim insofar as paragraph 25 of the Standard Subcontract states that Thrasher's duty to indemnify Mascaro applies "only to the extent caused by the acts, errors, omissions, negligence or gross negligence of [Thrasher]" . . . etc.

8. Thrasher denies the allegations contained in paragraph no. 8 of Mascaro's cross-claim.

9. Thrasher denies the allegations contained in paragraph no. 9 of Mascaro's cross-claim.

Thrasher denies any allegations in Mascaro's cross-claim not specifically admitted herein.

FIRST DEFENSE

Thrasher states that the services it provided with respect to the project giving rise to this action were consistent with the applicable standard of care.

SECOND DEFENSE

Thrasher denies that it has any liability for the damages complained of in Plaintiff's Complaint.

THIRD DEFENSE

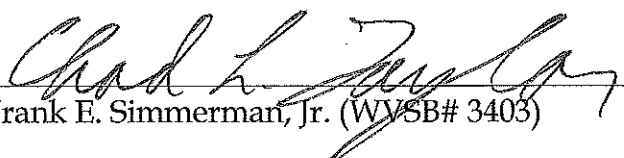
Mascaro's cross-claim fails to state a claim against Thrasher upon which relief can be granted.

FOURTH DEFENSE

All affirmative defenses available and envisioned by and through West Virginia law are hereby incorporated and reserved.

WHEREFORE, Thrasher respectfully requests that the Court enter judgment in its favor, dismiss Mascaro's cross-claim, with prejudice, and deny Mascaro all relief sought against Thrasher in this matter.

Respectfully submitted,
The Thrasher Group, Inc.,
By Counsel:


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