

IN THE CIRCUIT COURT OF PRESTON COUNTY, WEST VIRGINIA  
Judge Lawrance S. Miller, Jr.

PLAINTIFF: Greatwide Cheetah Transportation, LLC

CASE NUMBER: 14-C-106

DEFENDANTS: Ronald O. Slemboski, Jr., et al.

II. TYPE OF CASE:

TORTS	OTHER	CIVIL
<input type="checkbox"/> Asbestos	<input type="checkbox"/> Adoption	<input type="checkbox"/> Appeal from Magistrate Court
<input type="checkbox"/> Professional Malpractice	<input type="checkbox"/> Contract	<input type="checkbox"/> Petition for Modification of Magistrate Sentence
<input type="checkbox"/> Personal Injury	<input type="checkbox"/> Real Property	<input type="checkbox"/> Miscellaneous Civil
<input type="checkbox"/> Product Liability	<input type="checkbox"/> Mental Health	<input type="checkbox"/> Other
<input type="checkbox"/> Other Tort	<input type="checkbox"/> Appeal of Administrative Agency	

III. JURY DEMAND:      ☒ YES ☐ NO

CASE WILL BE READY FOR TRIAL BY (MONTH/YEAR): Per the Court's Scheduling Order

IV. DO YOU OR ANY OF YOUR CLIENTS OR WITNESSES IN THIS CASE REQUIRE SPECIAL ACCOMMODATIONS DUE TO A DISABILITY OR AGE? ☐ YES ☒ NO

- ☐ Wheelchair accessible hearing room and other facilities
- ☐ Interpreter or other auxiliary aid for the hearing impaired
- ☐ Reader or other auxiliary aid for the visually impaired
- ☐ Spokesperson or other auxiliary aid for the speech impaired
- ☐ Other:

Attorney Name: Heather M. Noel, W.Va. Bar No. 7814  
Firm: MacCorkle Lavender PLLC

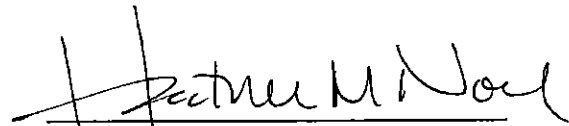
Address: 2004 White Willow Way  
Morgantown, West Virginia 26505

Telephone: (304) 599-5600

Dated: January 16, 2015

Representing:

- ☐ Plaintiff ☒ Defendant Medallion  
Transport and Logistics, LLC
- ☐ Cross-Complaint ☐ Cross Defendant

  
Signature

☐ Pro Se

IN THE CIRCUIT COURT OF PRESTON COUNTY, WEST VIRGINIA

GREATWIDE CHEETAH TRANSPORTATION, LLC,  
a Delaware Limited Liability Company,  
successor in interest to,  
CHEETAH TRANSPORTATION, LLC,

Plaintiff,

v.

Civil Action No. 14-C-106  
Judge Lawrance S. Miller

RONALD O. SLEMBOSKI, JR., an individual,  
SANDRA L. SLEMBOSKI, an individual,  
d/b/a MTF AGENCY, and MEDALLION  
TRANSPORT AND LOGISTICS, LLC, a North  
Carolina Limited Liability Company,

Defendants.

**MEDALLION TRANSPORT AND LOGISTICS, LLC'S**  
**ANSWER TO AMENDED COMPLAINT**

Now comes Defendant Medallion Transport and Logistics, LLC (hereinafter "Medallion"), by counsel, and, for its Answer to the Amended Complaint herein, states as follows:

**FIRST DEFENSE**

The Amended Complaint fails to state a complaint against Medallion, upon which relief can be granted.

**SECOND DEFENSE**

The Court lacks personal jurisdiction over Medallion, as Medallion does not have sufficient minimum contacts with the State of West Virginia to create personal jurisdiction over it in this state.

### **THIRD DEFENSE**

In answer and response to the factual allegations contained in the Amended Complaint, Medallion states as follows:

#### **THE PARTIES**

1. Medallion is without knowledge or information sufficient to form a belief as to the truth of the averments contained in paragraph 1 of the Amended Complaint and therefore, denies the same and demands strict proof thereof.
2. Medallion is without knowledge or information sufficient to form a belief as to the truth of the averments contained in paragraph 2 of the Amended Complaint and therefore, denies the same and demands strict proof thereof.
3. Medallion is without knowledge or information sufficient to form a belief as to the truth of the averments contained in paragraph 3 of the Amended Complaint and therefore, denies the same and demands strict proof thereof.
4. Medallion is without knowledge or information sufficient to form a belief as to the truth of the averments contained in paragraph 4 of the Amended Complaint and therefore, denies the same and demands strict proof thereof.
5. Medallion admits that it is a North Carolina Limited Liability Company with its principal place of business located at 307 Oates Road, Suite H, Mooresville, North Carolina, 28117, and states that remaining averments contained in paragraph 5 contain conclusions of law and therefore, do not necessitate a response herein by Medallion by way of admission or denial. Nevertheless, to the extent said allegations may be construed as alleging a claim, cause of action, or any unlawful conduct by or against Medallion, the same expressly is denied.

### **JURISDICTION AND VENUE**

6. Medallion is without knowledge or information sufficient to form a belief as to the truth of the averment that other defendants reside in or routinely conduct business in the State of West Virginia, and denies that Medallion resides in or routinely conducts business in the State of West Virginia, as averred in paragraph 6 of the Amended Complaint and demands strict proof thereof.

7. Medallion states that the averments contained in paragraph 7 of the Amended Complaint contain conclusions of law and therefore, do not necessitate a response herein by Medallion by way of admission or denial. Nevertheless, to the extent said allegations may be construed as alleging a claim, cause of action, or any unlawful conduct by or against Medallion, the same expressly is denied.

8. Medallion states that the averments contained in paragraph 8 of the Amended Complaint contain conclusions of law and therefore, do not necessitate a response herein by Medallion by way of admission or denial. Nevertheless, to the extent said allegations may be construed as alleging a claim, cause of action, or any unlawful conduct by or against Medallion, the same expressly is denied.

### **FACTUAL ALLEGATIONS**

9. Medallion is without knowledge or information sufficient to form a belief as to the truth of the averments contained in paragraph 9 of the Amended Complaint, and therefore, denies the same and demands strict proof thereof.

10. Medallion is without knowledge or information sufficient to form a belief as to the truth of the averments contained in paragraph 10 of the Amended Complaint and therefore, denies the same and demands strict proof thereof.

11. Medallion is without knowledge or information sufficient to form a belief as to the truth of the averments contained in paragraph 11 of the Amended Complaint and therefore, denies the same and demands strict proof thereof.

12. Medallion is without knowledge or information sufficient to form a belief as to the truth of the averments contained in paragraph 12 of the Amended Complaint and therefore, denies the same and demands strict proof thereof.

13. Medallion is without knowledge or information sufficient to form a belief as to the truth of the averments contained in paragraph 13 of the Amended Complaint and therefore, denies the same and demands strict proof thereof.

14. Medallion is without knowledge or information sufficient to form a belief as to the truth of the averments contained in paragraph 14 of the Amended Complaint and therefore, denies the same and demands strict proof thereof.

15. Medallion is without knowledge or information sufficient to form a belief as to the truth of the averments contained in paragraph 15 of the Amended Complaint and therefore, denies the same and demands strict proof thereof.

16. Medallion is without knowledge or information sufficient to form a belief as to the truth of the averments contained in paragraph 16 of the Amended Complaint and therefore, denies the same and demands strict proof thereof.

17. Medallion is without knowledge or information sufficient to form a belief as to the truth of the averments contained in paragraph 17 of the Amended Complaint and therefore, denies the same and demands strict proof thereof.

18. Medallion is without knowledge or information sufficient to form a belief as to the truth of the averments contained in paragraph 18 of the Amended Complaint and therefore, denies the same and demands strict proof thereof.

19. Medallion is without knowledge or information sufficient to form a belief as to the truth of the averments contained in paragraph 19 of the Amended Complaint and therefore, denies the same and demands strict proof thereof.

20. Medallion is without knowledge or information sufficient to form a belief as to the truth of the averments contained in paragraph 20 of the Amended Complaint and therefore, denies the same and demands strict proof thereof.

21. Medallion is without knowledge or information sufficient to form a belief as to the truth of the averments contained in paragraph 21 of the Amended Complaint and therefore, denies the same and demands strict proof thereof.

22. Medallion denies the averments contained in paragraph 22 of the Amended Complaint, and demands strict proof thereof.

**COUNT I - BREACH OF CONTRACT (THE SLE MOSKI DEFENDANTS)**

23. Medallion reasserts its answers and responses to paragraphs 1 through 22 of the Amended Complaint as though fully set forth herein.

24-27. Paragraphs 24 through 27, including subparagraphs A, B, and C, of paragraph 27, aver breach of contract by defendants other than Medallion, and resulting damages, and cannot be answered by Medallion. To the extent the averments contained in paragraphs 23 through 27 of the Amended Complaint may be construed to require an answer or response from Medallion, Medallion is without knowledge or

information sufficient to form a belief as to the truth of the same and therefore, denies the same and demands strict proof thereof.

Answering Plaintiff's prayer for relief of Count I, Medallion denies it owes the Plaintiff any sum of money for any reason.

**COUNT II - BREACH OF FIDUCIARY DUTY (THE SLEMBOSKI DEFENDANTS)**

28. Medallion reasserts its answers and responses to paragraphs 1 through 27 of the Amended Complaint as though fully set forth herein.

29-36. Paragraphs 29 through 36, including subparagraphs A, B, and C, of paragraph 36, aver breach of fiduciary duty by defendants other than Medallion, and resulting damages, and cannot be answered by Medallion. To the extent the averments contained in paragraphs 29 through 36 of the Amended Complaint may be construed to require an answer or response from Medallion, Medallion is without knowledge or information sufficient to form a belief as to the truth of the same and therefore, denies the same and demands strict proof thereof.

Answering Plaintiff's prayer for relief of Count II, Medallion denies it owes the Plaintiff any sum of money for any reason.

**COUNT III - UNJUST ENRICHMENT (THE SLEMBOSKI DEFENDANTS)**

37. Medallion reasserts its answers and responses to paragraphs 1 through 36 of the Amended Complaint as though fully set forth herein.

38-46. Paragraphs 38 through 46 aver breach of fiduciary duty by defendants other than Medallion, and resulting damages, and cannot be answered by Medallion. To the extent the averments contained in paragraphs 38 through 46 of the Amended Complaint may be construed to require an answer or response from Medallion,

Medallion is without knowledge or information sufficient to form a belief as to the truth of the same and therefore, denies the same and demands strict proof thereof.

Answering Plaintiff's prayer for relief of Count III, Medallion denies it owes the Plaintiff any sum of money for any reason.

**COUNT IV – TORTIOUS INTERFERENCE (SANDRA SLEMBOSKI)**

47. Medallion reasserts its answers and responses to paragraphs 1 through 46 of the Amended Complaint as though fully set forth herein.

48-57. Paragraphs 48 through 57, including subparagraphs A, B, and C of paragraph 57, aver breach of fiduciary duty by defendants other than Medallion, and resulting damages, and cannot be answered by Medallion. To the extent the averments contained in paragraphs 48 through 57 of the Amended Complaint may be construed to require an answer or response from Medallion, Medallion is without knowledge or information sufficient to form a belief as to the truth of the same and therefore, denies the same and demands strict proof thereof.

Answering Plaintiff's prayer for relief of Count IV, Medallion denies it owes the Plaintiff any sum of money for any reason.

**COUNT V – TORTIOUS INTERFERENCE (MEDALLION)**

58. Medallion reasserts its answers and responses to paragraphs 1 through 58 of the Amended Complaint as though fully set forth herein.

59. Medallion is without knowledge or information sufficient to form a belief as to the truth of the averments contained in paragraph 59 of the Amended Complaint and therefore, denies the same and demands strict proof thereof.



60. Medallion denies the averments contained in paragraph 60 of the Amended Complaint and demands strict proof thereof.

61. Medallion denies the averments contained in paragraph 61 of the Amended Complaint and demands strict proof thereof.

62. Medallion denies the averments contained in paragraph 62 of the Amended Complaint and demands strict proof thereof.

63. Medallion denies the averments contained in paragraph 63 of the Amended Complaint and demands strict proof thereof.

64. Medallion denies the averments contained in paragraph 64 of the Amended Complaint and demands strict proof thereof.

65. Medallion denies the averments contained in paragraph 65 of the Amended Complaint, including subparagraphs A, B, and C, and demands strict proof thereof.

Answering Plaintiff's prayer for relief of Count V, Medallion denies it owes the Plaintiff any sum of money for any reason.

**COUNT VI – CIVIL CONSPIRACY (ALL DEFENDANTS)**

66. Medallion reasserts its answers and responses to paragraphs 1 through 65 of the Amended Complaint as though fully set forth herein.

67. Medallion denies the averments contained in paragraph 67 of the Amended Complaint and demands strict proof thereof.

68. Medallion denies the averments contained in paragraph 68 of the Amended Complaint and demands strict proof thereof.

69. Medallion denies the averments contained in paragraph 69 of the Amended Complaint, including subparagraphs A, B, and C, and demands strict proof thereof.

Answering plaintiff's prayer for relief of Count VI, Medallion denies it owes the Plaintiff any sum of money for any reason.

70. Medallion denies any and all averments contained in Plaintiff's Amended Complaint not specifically admitted herein.

#### **FOURTH DEFENSE**

To the extent of any settlement money paid by, related indebtedness satisfied by, or other mitigation of damages by other parties to this action, to or for the benefit of Plaintiff, Medallion asserts the defense of accord and satisfaction.

#### **FIFTH DEFENSE**

To the extent of any judgment or award received by Plaintiff against or from any other party to this action, as the result of the acts or omissions alleged by Plaintiff in this action, through arbitration or other alternative dispute resolution, Medallion asserts the defense of arbitration and award.

#### **SIXTH DEFENSE**

Plaintiff herein committed acts or omissions that constitute assumption of risk, contributory, and/or comparative negligence, and proximately caused or contributed to the damages alleged by Plaintiff.

#### **SEVENTH DEFENSE**

The damages which the Plaintiff alleges in the Amended Complaint were solely proximately caused by the negligence and/or intentional acts of other parties hereto, or other persons, or by other cause not under the control of Medallion.

#### **EIGHTH DEFENSE**

Plaintiff did not bring the causes of action it alleges against Medallion within the two year time period from the date of accrual, permitted by the applicable Statute of Limitations, W.Va. Code §55-2-12.

#### **NINTH DEFENSE**

Plaintiff has failed to take timely and reasonable action to mitigate damages or losses alleged in the Amended Complaint herein.

#### **TENTH DEFENSE**

Any act undertaken by Medallion having any effect on the parties and events alleged in the Amended Complaint was undertaken without knowledge of a contract or business relationship or expectancy between the Plaintiff and any other party, without intention to interfere with any such contract or business relationship or expectancy, for the purpose of entirely lawful and legitimate business competition, in lawful and proper protection of its own financial interests, in fulfillment of its own responsibilities, and/or in giving honest and truthful requested advice.

#### **ELEVENTH DEFENSE**

Medallion did not combine with any other party hereto, or any other person or entity for any unlawful purpose, or to accomplish a lawful purpose by any unlawful means.

#### **TWELFTH DEFENSE**

Medallion asserts each and every affirmative defense found in Rule 8(c) of the West Virginia Rules of Civil Procedure, including but not limited to contributory or comparative negligence, and statute of limitations as those defenses may apply to the facts of this civil action, as determined through discovery.

#### **THIRTEENTH DEFENSE**

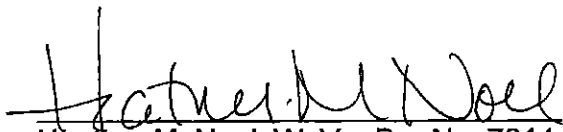
Medallion states that there is no causal connection between the actions or omissions complained of, and the injuries allegedly sustained by the Plaintiff.

#### **FOURTEENTH DEFENSE**

Medallion reserves the right to assert any other defense or claim, counterclaim, cross-claim, or third-party claim that may become apparent after further investigation or discovery.

WHEREFORE, Medallion respectfully requests that the Plaintiff's Amended Complaint filed herein against it be dismissed with prejudice and the relief therein requested be denied; that Medallion be awarded all attorney fees and costs incurred in its defense of said action, and that it be granted such other and further relief as to this Court may seem fit and proper.

**MEDALLION DEMANDS A TRIAL BY JURY**



Heather M. Noel, W. Va. Bar No. 7814  
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Morgantown, WV 26505  
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MEDALLION TRANSPORT  
and LOGISTICS, LLC,  
By Counsel,

IN THE CIRCUIT COURT OF PRESTON COUNTY, WEST VIRGINIA

GREATWIDE CHEETAH TRANSPORTATION, LLC,  
a Delaware Limited Liability Company,  
successor in interest to,  
CHEETAH TRANSPORTATION, LLC,

Plaintiff,

v.

Civil Action No. 14-C-106  
Judge Lawrance S. Miller

RONALD O. SLEMBOSKI, JR., an individual,  
SANDRA L. SLEMBOSKI, an individual,  
d/b/a MTF AGENCY, and MEDALLION  
TRANSPORT AND LOGISTICS, LLC, a North  
Carolina Limited Liability Company,

Defendants.

**CERTIFICATE OF SERVICE**

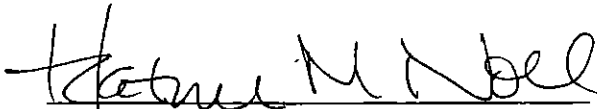
I, Heather M. Noel, counsel for Defendant Medallion Transport and Logistics, LLC, do hereby certify that on January 16, 2015, I served a true and correct copy of the foregoing **MEDALLION TRANSPORT AND LOGISTICS, LLC'S ANSWER TO AMENDED COMPLAINT** upon all counsel/parties of record, via First-Class U.S. Mail and addressed as follows:

Wendy G. Adkins, Esq.  
Jackson Kelly PLLC  
150 Clay Street, Suite 500  
P.O. Box 619  
Morgantown, WV 26507-0619  
*Local Counsel for Greatwide Cheetah Transportation, LLC*

Lawrence J. Murphy, Esq.  
Timothy P. Monsma, Esq.  
Varnum LLP  
PO Box 352  
Grand Rapids, MI 49501-00352  
*Lead Counsel for Greatwide Cheetah Transportation, LLC*

Steven L. Shaffer, Esq.  
Estep & Shaffer, LC  
212 West Main Street  
Kingwood, WV 26537

*Counsel for Ronald O. Slomboski, Jr. and Sandra L. Slomboski  
d/b/a MTF Agency*

A handwritten signature in black ink, appearing to read "Heather M. Noel". The signature is fluid and cursive, with the first name "Heather" written in a larger, more prominent script than the last name "Noel".

Heather M. Noel, WV State Bar #7814  
Sara E Brown, WV State Bar #11999  
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