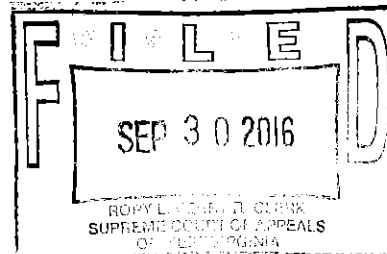


IN THE CIRCUIT COURT OF PRESTON COUNTY, WEST VIRGINIA

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



**vs.**

**CIVIL ACTION NO. 14-C-106  
Hon. 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.**

**DEFENDANT SANDRA L. SLEMBOSKI'S  
ANSWER TO PLAINTIFF'S AMENDED COMPLAINT**

Now comes defendant, Sandra L. Slemboski by counsel, and without waiving any defenses not specifically stated herein, in response to the Plaintiff's Amended Complaint, avers and states as follows:

**GENERAL RESPONSE AND PREAMBLE**

This responsive pleading has been prepared, served, and filed by counsel for defendant Sandra L. Slemboski under the West Virginia Rules of Civil Procedure.

As permitted by Rule 8(e)(2), defenses to the claims made in the Complaint are being asserted alternatively and, in some cases, hypothetically. Defenses are being asserted regardless of apparent consistency and are based both on legal and equitable grounds.

As the facts of this civil action are fully developed through the discovery process, certain defenses may be abandoned, modified, or amended as permitted by and consistent with the West Virginia Rules of Civil Procedure.

Some discovery has been conducted to date in the above-captioned civil action. In order to preserve important legal rights and protection, defendant Sandra L. Slemboski sets forth below certain affirmative defenses which, based upon the information set forth in the Complaint, she believes do or may apply to some or all of the claims raised herein. Defendant Sandra L. Slemboski reserves the right to withdraw, modify or amend some or all of the affirmative defenses set forth below, in whole or in part, depending on the outcome of discovery in this civil action.

#### **First Defense**

The Complaint as filed fails to state a claim against defendant Sandra L. Slemboski upon which relief can be granted.

#### **Second Defense**

Subject to verification of the date of the alleged injury, the Plaintiff is barred by the applicable statute of limitations (and/or statute of repose) for not having filed a civil action within the time permitted by the statute following the accrual of the alleged claims.

#### **Third Defense**

The Complaint fails to state or set forth sufficient facts which would entitle the Plaintiff to equitable relief for, *inter alia*, the following reasons:

1. The Plaintiff has an adequate remedy at law.
2. The alleged injuries and damages claimed by the Plaintiff are not irreparable.
3. The Plaintiff does not have clean hands in order to petition this Court for equitable relief in the form of an injunction.

#### **Fourth Defense**

The Complaint fails to allege any duty on the part of defendant Sandra L. Slemboski towards the Plaintiff and further fails to allege the breach of any such duty which proximately resulted in damages or injury to the Plaintiff.

#### **Fifth Defense**

Defendant Sandra L. Slemboski was not guilty of any negligence proximately causing or contributing to the damages allegedly sustained by the Plaintiff.

#### **Sixth Defense**

If the defendant Sandra L. Slemboski were guilty of any negligence, which is denied, such

negligence was not the proximate or contributing cause of the damages allegedly sustained by the Plaintiff.

**Seventh Defense**

All injuries and damages alleged by the Plaintiff were due solely to the negligence and/or illegal acts of the Plaintiff and not to any alleged acts or omissions on the part of defendant Sandra L. Slemboski and said Plaintiff is not entitled to indemnification and/or contribution for his own negligence and/or illegal acts.

**Eighth Defense**

Any alleged damages or injuries resulting to the Plaintiff are solely the result of the negligence of a party or parties other than defendant Sandra L. Slemboski.

**Ninth Defense**

The damages allegedly sustained by the Plaintiff were solely a result of the negligence of the Plaintiff.

**Tenth Defense**

The Plaintiff was guilty of negligence which was equal to or exceeded the negligence of defendant Sandra L. Slemboski and so the Plaintiff is barred from recovery against defendant Sandra L. Slemboski.

**Eleventh Defense**

The Plaintiff, by its conduct, assumed the risk of any negligence of defendant Sandra L. Slemboski which negligence is denied, and by virtue thereof, the Plaintiff is barred from any recovery against defendant Sandra L. Slemboski.

**Twelfth Defense**

The injuries and damages alleged were caused by unforeseeable, superseding and/or intervening causes for which defendant Sandra L. Slemboski is not liable.

**Thirteenth Defense**

Defendant Sandra L. Slemboski at no time offered any warranties, implied or expressed, to the Plaintiff for its claim.

**Fourteenth Defense**

Insofar as the Plaintiff's Complaint against defendant Sandra L. Slemboski is based upon contract, no warranties, implied or expressed, existed at any time between the Plaintiff and defendant

Sandra L. Slemboski other than those expressly and specifically set out within the alleged contract at issue.

**Fifteenth Defense**

Any claim alleged to arise as a result of any breaches of express or implied warranties are barred inasmuch as the Plaintiff failed to give defendant Sandra L. Slemboski notice of the alleged breaches of express or implied warranties and a reasonable time to respond to the notice, as required by law, resulting in prejudice to the detriment of defendant Sandra L. Slemboski.

**Sixteenth Defense**

Insofar as the Plaintiff's Complaint against defendant Sandra L. Slemboski is based upon contract, defendant Sandra L. Slemboski complied with or exceeded the requirements of the terms of any and all contracts at issue and completed all of its obligations in a workmanlike manner and within industry standards.

**Seventeenth Defense**

Defendant Sandra L. Slemboski denies that she is indebted to or liable to the Plaintiff for any sum whatsoever.

**Eighteenth Defense**

The Plaintiff is barred by the doctrine of waiver from asserting any claim or claims against defendant Sandra L. Slemboski.

**Nineteenth Defense**

The Plaintiff is barred by the doctrine of laches from asserting any claim or claims against defendant Sandra L. Slemboski.

**Twentieth Defense**

The Plaintiff is barred by the doctrine of equitable estoppel from asserting any claim or claims against defendant Sandra L. Slemboski.

**Twenty-First Defense**

Defendant Sandra L. Slemboski was not guilty of any violation of any statute.

**Twenty-Second Defense**

Defendant Sandra L. Slemboski at all times in question was acting in good faith with a reasonable belief in the lawfulness of her actions.

#### **Twenty-Third Defense**

To the extent that various other parties, named or unnamed herein, have concluded or may conclude settlement with the Plaintiff, defendant Sandra L. Slemboski is entitled to a setoff for any amount paid or to be paid.

#### **Twenty-Fourth Defense**

To the extent that the Plaintiff has received payment from any alleged joint tortfeasor in full satisfaction of any of the injuries and/or claims against defendant Sandra L. Slemboski and/or other alleged joint tortfeasors, the Plaintiff's Complaint in each and every count and cause of action alleged therein is barred by the defenses of payment and accord and satisfaction.

#### **Twenty-Fifth Defense**

Defendant Sandra L. Slemboski denies that this Complaint is one in which prejudgment interest can be properly awarded and, therefore, affirmatively moves that the portion of the Complaint demanding prejudgment interest be dismissed.

#### **Twenty-Sixth Defense**

Defendant Sandra L. Slemboski denies that this Complaint is one in which attorney fees can be properly awarded and, therefore, affirmatively moves that the portion of the Plaintiff's Complaint seeking payment of attorney fees be dismissed.

#### **Twenty-Seventh Defense**

The Plaintiff's own policies, lack of institutional control and/or its own negligence contributed to or caused any damages which the Plaintiff may have sustained.

#### **Twenty-Eighth Defense**

Insofar as the Plaintiff's Complaint against defendant Sandra L. Slemboski is based upon contract, defendant Sandra L. Slemboski affirmatively alleges that the Plaintiff is estopped from asserting said claims for the reason that Plaintiff's own breach of contract was the proximate cause of any damages of which it complains.

#### **Twenty-Ninth Defense**

Insofar as the Plaintiff's Complaint against defendant Sandra L. Slemboski is based upon contract, defendant Sandra L. Slemboski affirmatively alleges failure of consideration and breach of contract on the part of the Plaintiff.

#### **Thirtieth Defense**

Insofar as the Plaintiff's Complaint against defendant Sandra L. Slemboski is based upon contract, defendant Sandra L. Slemboski affirmatively alleges that no sums of money are due to the Plaintiff for the reason that defendant Sandra L. Slemboski has performed all of her contractual and other obligations to the Plaintiff.

#### **Thirty-First Defense**

Insofar as the Plaintiff's Complaint against defendant Sandra L. Slemboski is based upon debt, defendant Sandra L. Slemboski affirmatively asserts payments of all sums due and owing to the Plaintiff, if any.

#### **Thirty-Second Defense**

Insofar as the Plaintiff's Complaint against defendant Sandra L. Slemboski is based upon debt, defendant Sandra L. Slemboski affirmatively asserts that no sums or money are due and owing from her to the Plaintiff by virtue of a set-off.

#### **Thirty-Third Defense**

The Plaintiff, by its conduct, has waived its right to assert this cause of action.

#### **Thirty-Fourth Defense**

The Plaintiff, by its conduct, has ratified and condoned all acts and conduct of defendant Sandra L. Slemboski of which it now complains.

#### **Thirty-Fifth Defense**

By virtue of the matters set forth in the Complaint and all of the defenses herein set forth, the Plaintiff is not entitled to any punitive damages as alleged in the Complaint for the reason that the alleged conduct of defendant Sandra L. Slemboski cannot be determined in any manner to have been wilful, wanton or reckless disregard of the contractual rights of the Plaintiff; nor did defendant Sandra L. Slemboski wilfully, wantonly or recklessly default on any of the terms of any contract between the Plaintiff and defendant Sandra L. Slemboski nor did defendant Sandra L. Slemboski wilfully, wantonly or recklessly commit any tort against the Plaintiff.

#### **Thirty-Sixth Defense**

The Plaintiff's Complaint, to the extent that it seeks punitive damages from defendant Sandra L. Slemboski violates defendant Sandra L. Slemboski's rights to procedural due process under the Fourteenth Amendment of the United States Constitution and the Constitution of the State of West

Virginia and therefore fails to state a cause of action upon which punitive damages can be awarded.

**Thirty-Seventh Defense**

The Plaintiff's Complaint, to the extent that it seeks punitive damages from defendant Sandra L. Slemboski violates defendant Sandra L. Slemboski's rights to protection from excessive fines as provided in the Eighth Amendment of the United States Constitution and Article 3, Section V of the Constitution of the State of West Virginia and violates defendant Sandra L. Slemboski's rights to substantive due process as provided in the Fifth and Fourteenth Amendments of the United States Constitution and the Constitution of the State of West Virginia and, therefore fails to state a cause of action upon which punitive damages can be awarded.

**Thirty-Eighth Defense**

The damages of which the Plaintiff complains were not the proximate result of any acts or omission or commission on the part of defendant Sandra L. Slemboski.

**Thirty-Ninth Defense**

The Plaintiff, by its actions, has failed to mitigate its damages, or in the alternative, if the Plaintiff has mitigated its damages, then defendant Sandra L. Slemboski is entitled to have those mitigated damages credited to those amounts, if any, owed to the Plaintiff.

**Fortieth Defense**

Defendant Sandra L. Slemboski reserves the right to assert any and all additional affirmative defenses which discovery may reveal to be appropriate.

**Forty-First Defense**

**Defendant Sandra L. Slemboski Answer to Plaintiff's Complaint**

1. Defendant Sandra L. Slemboski is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 1 of the Complaint and, therefore the same is denied.
2. The allegations set forth in paragraph 2 are denied and demand strict proof thereof.
3. The allegations set forth in paragraph 3 are denied and demand strict proof thereof.
4. The allegations set forth in paragraph 4 are denied and demand strict proof thereof.
5. Defendant Sandra L. Slemboski is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 5 of the Complaint and, therefore

the same is denied.

6. The allegations set forth in paragraph 6 are admitted in part and denied in part. This defendant admits the allegation that Sandra Slemboski resides in Preston County, West Virginia and denies the allegations that the other two defendants reside in Preston County, West Virginia.
7. The allegation set forth in paragraph 7 of the Complaint states a legal conclusion to which a responsive pleading is not required.
8. The allegation set forth in paragraph 8 of the Complaint states a legal conclusion to which a responsive pleading is not required.
9. The allegations set forth in paragraph 9 are denied and demand strict proof thereof.
10. Defendant Sandra L. Slemboski admits the allegations set forth in paragraph 10.
11. The allegations set forth in paragraph 11 are denied and demand strict proof thereof.
12. The allegations set forth in paragraph 12 are denied and demand strict proof thereof.
13. The allegations set forth in paragraph 13 are denied and demand strict proof thereof.
14. The allegations set forth in paragraph 14 are denied and demand strict proof thereof.
15. The allegations set forth in paragraph 15 are denied and demand strict proof thereof.
16. Defendant Sandra L. Slemboski was not a party to the 2011 agreement which was between Ronald O. Slemboski, Jr. and Greatwide.
17. The allegations set forth in paragraph 17 are denied and demand strict proof thereof.
18. Defendant Sandra L. Slemboski was not a party to the 2011 agreement which was between Ronald O. Slemboski, Jr. and Greatwide.
19. The allegations set forth in paragraph 19 of the Complaint state a legal conclusion to which a responsive pleading is not required.
20. Defendant Sandra L. Slemboski was not a party to the 2011 agreement which was between Ronald O. Slemboski, Jr. and Greatwide.
21. Defendant Sandra L. Slemboski was not a party to the 2011 agreement which was between Ronald O. Slemboski, Jr. and Greatwide.
22. The allegations set forth in paragraph 22 are denied and demand strict proof thereof. Sandra Slemboski was not an owner of the business operated by her son, Ronald Slemboski, Jr.
23. Defendant Sandra L. Slemboski incorporates the answers provided in all of the preceding paragraphs as if fully restated herein.



24. Defendant Sandra L. Slemboski was not a party to the 2011 agreement which was between Ronald O. Slemboski, Jr. and Greatwide.
25. Defendant Sandra L. Slemboski was not a party to the 2011 agreement which was between Ronald O. Slemboski, Jr. and Greatwide.
26. Defendant Sandra L. Slemboski was not a party to the 2011 agreement which was between Ronald O. Slemboski, Jr. and Greatwide.
27. Defendant Sandra L. Slemboski was not a party to the 2011 agreement which was between Ronald O. Slemboski, Jr. and Greatwide.
28. Defendant Sandra L. Slemboski incorporates the answers provided in all of the preceding paragraphs as if fully restated herein.
29. The allegations set forth in paragraph 29 are denied and demand strict proof thereof.
30. The allegations set forth in paragraph 30 are denied and demand strict proof thereof.
31. The allegations set forth in paragraph 31 are denied and demand strict proof thereof.
32. The allegations set forth in paragraph 32 are denied and demand strict proof thereof.
33. The allegations set forth in paragraph 33 are denied and demand strict proof thereof.
34. The allegations set forth in paragraph 34 are denied and demand strict proof thereof.
35. The allegations set forth in paragraph 35 are denied and demand strict proof thereof.
36. The allegations set forth in paragraph 36 of the Complaint state a legal conclusion to which a responsive pleading is not required.
37. Defendant Sandra L. Slemboski incorporates the answers provided in all of the preceding paragraphs as if fully restated herein.
38. The allegations set forth in paragraph 38 are denied and demand strict proof thereof.
39. The allegations set forth in paragraph 39 are denied and demand strict proof thereof.
40. Defendant Sandra L. Slemboski was not a party to the 2011 agreement which was between Ronald O. Slemboski, Jr. and Greatwide.
41. Defendant Sandra L. Slemboski was not a party to the 2011 agreement which was between Ronald O. Slemboski, Jr. and Greatwide.
42. Defendant Sandra L. Slemboski was not a party to the 2011 agreement which was between Ronald O. Slemboski, Jr. and Greatwide.
43. Defendant Sandra L. Slemboski was not a party to the 2011 agreement which was between Ronald O. Slemboski, Jr. and Greatwide.

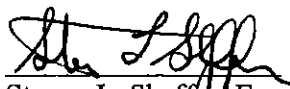
44. Defendant Sandra L. Slemboski was not a party to the 2011 agreement which was between Ronald O. Slemboski, Jr. and Greatwide.
45. Defendant Sandra L. Slemboski was not a party to the 2011 agreement which was between Ronald O. Slemboski, Jr. and Greatwide.
46. The allegations set forth in paragraph 46 of the Complaint state a legal conclusion to which a responsive pleading is not required.
47. Defendant Sandra L. Slemboski incorporates the answers provided in all of the preceding paragraphs as if fully restated herein.
48. The allegations set forth in paragraph 48 are denied and demand strict proof thereof.
49. The allegations set forth in paragraph 49 are denied and demand strict proof thereof.
50. The allegations set forth in paragraph 50 of the Complaint state a legal conclusion to which a responsive pleading is not required.
51. The allegations set forth in paragraph 51 of the Complaint state a legal conclusion to which a responsive pleading is not required.
52. The allegations set forth in paragraph 52 are denied and demand strict proof thereof.
53. The allegations set forth in paragraph 53 are denied and demand strict proof thereof.
54. The allegations set forth in paragraph 54 are denied and demand strict proof thereof.
55. The allegations set forth in paragraph 55 are denied and demand strict proof thereof.
56. The allegations set forth in paragraph 56 are denied and demand strict proof thereof.
57. The allegations set forth in paragraph 57 of the Complaint state a legal conclusion to which a responsive pleading is not required.
58. The allegations set forth in paragraph number 58 are directed at a different defendant than Sandra L. Slemboski and therefore Sandra L. Slemboski is not required to respond to this allegation.
59. The allegations set forth in paragraph number 59 are directed at a different defendant than Sandra L. Slemboski and therefore Sandra L. Slemboski is not required to respond to this allegation.
60. The allegations set forth in paragraph number 60 are directed at a different defendant than Sandra L. Slemboski and therefore Sandra L. Slemboski is not required to respond to this allegation.
61. The allegations set forth in paragraph number 61 are directed at a different defendant than

- Sandra L. Slemboski and therefore Sandra L. Slemboski is not required to respond to this allegation.
62. The allegations set forth in paragraph number 62 are directed at a different defendant than Sandra L. Slemboski and therefore Sandra L. Slemboski is not required to respond to this allegation.
63. The allegations set forth in paragraph number 63 are directed at a different defendant than Sandra L. Slemboski and therefore Sandra L. Slemboski is not required to respond to this allegation.
64. The allegations set forth in paragraph number 64 are directed at a different defendant than Sandra L. Slemboski and therefore Sandra L. Slemboski is not required to respond to this allegation.
65. The allegations set forth in paragraph number 66 are directed at a different defendant than Sandra L. Slemboski and therefore Sandra L. Slemboski is not required to respond to this allegation.
66. Defendant Sandra L. Slemboski incorporates the answers provided in all of the preceding paragraphs as if fully restated herein.
67. The allegations set forth in paragraph 67 are denied and demand strict proof thereof.
68. The allegations set forth in paragraph 68 are denied and demand strict proof thereof.
69. The allegations set forth in paragraph 69 of the Complaint state a legal conclusion to which a responsive pleading is not required.

**WHEREFORE**, defendant Sandra L. Slemboski demands that the Amended Complaint filed against her be dismissed and that she be awarded costs, including attorney fees expended in the defense of the Complaint and Amended Complaint, and any such other relief as this Court deems just and proper.

**A jury trial is demanded**

Respectfully Submitted  
defendant Sandra L. Slemboski  
By Counsel



Steven L. Shaffer, Esq. WV State Bar # 9365  
C. Paul Estep, Esq. WV State Bar # 5731  
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MEDALLION TRANSPORT AND  
LOGISTICS, LLC, a North Carolina  
Limited Liability Company,  
DEFENDANTS.**

**CERTIFICATE OF SERVICE**

I, Steven L. Shaffer, hereby certify that on December 11, 2014, I served the foregoing "*Defendant Sandra L. Slemboski's Answer to Plaintiff's Amended Complaint*" on the Plaintiff's counsel of record by U.S. Mail, postage prepaid, as follows:

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



Steven L. Shaffer, Esq.  
Estep & Shaffer, L.C.