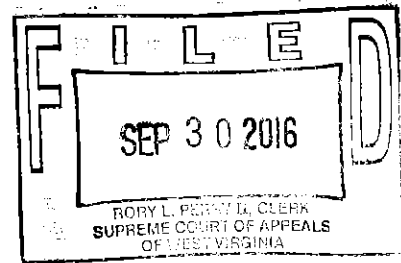


**IN THE CIRCUIT COURT OF PRESTON COUNTY, WEST VIRGINIA**

**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 RONALD O. SLEMBOSKI, JR.'s  
ANSWER TO PLAINTIFF'S AMENDED COMPLAINT**

Now comes the, defendant, Ronald O. Slemboski, Jr., 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 the defendant, Ronald O. Slemboski, Jr., 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, Ronald O. Slemboski, Jr., sets forth below certain affirmative defenses which, based upon the information set forth in the Complaint, he believes do or may apply to some or all of the claims raised herein. Defendant, Ronald O. Slemboski, Jr., 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, Ronald O. Slemboski, Jr., 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 of 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, Ronald O. Slemboski, Jr., 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, Ronald O. Slemboski, Jr., was not guilty of any negligence proximately causing or contributing to the damages allegedly sustained by the Plaintiff.

#### **Sixth Defense**

If the defendant, Ronald O. Slemboski, Jr., 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, Ronald O. Slemboski, Jr., 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, Ronald O. Slemboski, Jr.

#### **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, Ronald O. Slemboski, Jr., and so the Plaintiff is barred from recovery against defendant, Ronald O. Slemboski, Jr.

#### **Eleventh Defense**

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

#### **Twelfth Defense**

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

#### **Thirteenth Defense**

Defendant, Ronald O. Slemboski, Jr., 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, Ronald O. Slemboski, Jr., is based upon contract, no warranties, implied or expressed, existed at any time between the Plaintiff and defendant, Ronald O. Slemboski, Jr., 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, Ronald O. Slemboski, Jr., 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, Ronald O. Slemboski, Jr.

#### **Sixteenth Defense**

Insofar as the Plaintiff's Complaint against defendant, Ronald O. Slemboski, Jr., is based upon contract, defendant, Ronald O. Slemboski, Jr., 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, Ronald O. Slemboski, Jr., denies that he 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, Ronald O. Slemboski, Jr.

#### **Nineteenth Defense**

The Plaintiff is barred by the doctrine of laches from asserting any claim or claims against defendant, Ronald O. Slemboski, Jr.

#### **Twentieth Defense**

The Plaintiff is barred by the doctrine of equitable estoppel from asserting any claim or claims against defendant, Ronald O. Slemboski, Jr.

#### **Twenty-First Defense**

Defendant, Ronald O. Slemboski, Jr., was not guilty of any violation of any statutory

provision.

**Twenty-Second Defense**

Defendant, Ronald O. Slemboski, Jr., at all times in question was acting in good faith with a reasonable belief in the lawfulness of its 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, Ronald O. Slemboski, Jr., 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, Ronald O. Slemboski, Jr., 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, Ronald O. Slemboski, Jr., 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, Ronald O. Slemboski, Jr., 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, Ronald O. Slemboski, Jr., is based upon contract, defendant, Ronald O. Slemboski, Jr., 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, Ronald O. Slemboski, Jr., is based upon contract, defendant, Ronald O. Slemboski, Jr., 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, Ronald O. Slemboski, Jr., is based upon contract, defendant, Ronald O. Slemboski, Jr., affirmatively alleges that no sums of money are due to the Plaintiff for the reason that defendant, Ronald O. Slemboski, Jr., has performed all of its contractual and other obligations to the Plaintiff.

**Thirty-First Defense**

Insofar as the Plaintiff's Complaint against defendant, Ronald O. Slemboski, Jr., is based upon debt, defendant, Ronald O. Slemboski, Jr., affirmatively asserts payments or all sums due and owing to the Plaintiff, if any.

**Thirty-Second Defense**

Insofar as the Plaintiff's Complaint against defendant, Ronald O. Slemboski, Jr., is based upon debt, defendant, Ronald O. Slemboski, Jr., affirmatively asserts that no sums or money are due and owing from him 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, Ronald O. Slemboski, Jr., 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, Ronald O. Slemboski, Jr., cannot be determined in any manner to have been wilful, wanton or reckless disregard of the contractual rights of the Plaintiff; nor did defendant, Ronald O. Slemboski, Jr., wilfully, wantonly or recklessly default on any of the terms of any contract between the Plaintiff and defendant, Ronald O. Slemboski, Jr.; nor did defendant, Ronald O. Slemboski, Jr., wilfully, wantonly or recklessly commit any tortious acts against the Plaintiff.

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

The Plaintiff's Complaint, to the extent that it seeks punitive damages from defendant, Ronald O. Slemboski, Jr., violates defendant, Ronald O. Slemboski, Jr.'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, Ronald O. Slemboski, Jr., violates defendant, Ronald O. Slemboski, Jr.'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, Ronald O. Slemboski, Jr.'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, Ronald O. Slemboski, Jr.

#### **Thirty-Ninth Defense**

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

#### **Fortieth Defense**

Defendant, Ronald O. Slemboski, Jr., reserves the right to assert any and all additional affirmative defenses which discovery may reveal to be appropriate.

#### **Forty-First Defense**

##### **Defendant Ronald O. Slemboski, Jr.'s Answer to Plaintiff's Complaint**

1. Defendant, Ronald O. Slemboski, Jr., 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 Ronald O. Slemboski, Jr. 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. Defendant Ronald O. Slemboski, Jr. denies that he is a resident of Preston County, West Virginia.
7. The allegations set forth in paragraph 7 of the Complaint states a legal conclusion to which a responsive pleading is not required.
8. The allegations 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, Ronald O. Slemboski, Jr., 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. Defendant, Ronald O. Slemboski, Jr., is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 14 of the Complaint and, therefore, the same is denied.
15. Defendant, Ronald O. Slemboski, Jr., is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 15 of the Complaint and, therefore, the same is denied.
16. Defendant, Ronald O. Slemboski, Jr., admits in part and denies in part the allegations set forth in paragraph 16 of the complaint. Defendant, Ronald O. Slemboski, Jr., admits he signed the addendum, and he denies that any other individual other than Greatwide was a party to the addendum.
17. Defendant, Ronald O. Slemboski, Jr., admits in part and denies in part the allegations set forth in paragraph 17 of the complaint. Defendant, Ronald O. Slemboski, Jr., admits that Greatwide provided him with a \$100,000.00 loan and he denies that any other individual other

than Greatwide was a party to the addendum.

18. Defendant, Ronald O. Slemboski, Jr., admits in part and denies in part the allegations set forth in paragraph 18 of the complaint. Defendant, Ronald O. Slemboski, Jr., admits he signed the addendum, and he denies that any other individual other than Greatwide was a party to the addendum.
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, Ronald O. Slemboski, Jr., admits in part and denies in part the allegations set forth in paragraph 20 of the complaint. Defendant, Ronald O. Slemboski, Jr., admits he signed the addendum, and he denies that any other individual other than Greatwide was a party to the addendum.
21. The allegations set forth in paragraph 21 are denied and demand strict proof thereof.
22. The allegations set forth in paragraph 22 are denied and demand strict proof thereof.
23. Defendant, Ronald O. Slemboski, Jr., incorporates the answers provided in all of the preceding paragraphs as if fully restated herein.
24. The allegations set forth in paragraph 24 are denied and demand strict proof thereof.
25. Defendant, Ronald O. Slemboski, Jr., admits in part and denies in part the allegations set forth in paragraph 25 of the complaint. Defendant, Ronald O. Slemboski, Jr., admits he signed the addendum, and he denies that any other individual other than Greatwide was a party to the addendum.
26. The allegations set forth in paragraph 26 are denied and demand strict proof thereof.
27. The allegations set forth in paragraph 27 of the Complaint state a legal conclusion to which a responsive pleading is not required.
28. Defendant, Ronald O. Slemboski, Jr., 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, Ronald O. Slemboski, Jr., 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, Ronald O. Slemboski, Jr., admits in part and denies in part the allegations set forth in paragraph 40 of the complaint. Defendant, Ronald O. Slemboski, Jr., admits he signed the addendum, and he denies that any other individual other than Greatwide was a party to the addendum.
41. Defendant, Ronald O. Slemboski, Jr., admits in part and denies in part the allegations set forth in paragraph 41 of the complaint. Defendant, Ronald O. Slemboski, Jr., admits he signed the addendum, and he denies that any other individual other than Greatwide was a party to the addendum.
42. Defendant, Ronald O. Slemboski, Jr., admits in part and denies in part the allegations set forth in paragraph 42 of the complaint. Defendant, Ronald O. Slemboski, Jr., admits he signed the addendum, and he denies that any other individual other than Greatwide was a party to the addendum.
43. Defendant, Ronald O. Slemboski, Jr., admits in part and denies in part the allegations set forth in paragraph 43 of the complaint. Defendant, Ronald O. Slemboski, Jr., admits he signed the addendum, and he denies that any other individual other than Greatwide was a party to the addendum.
44. The allegations set forth in paragraph 44 are denied and demand strict proof thereof.
45. Defendant, Ronald O. Slemboski, Jr., admits in part and denies in part the allegations set forth in paragraph 45 of the complaint. Defendant, Ronald O. Slemboski, Jr., admits he signed the addendum, and he denies that any other individual other than Greatwide was a party to the addendum.
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 Ronald O. Slemboski, Jr. incorporates the answers provided in all of the preceding paragraphs as if fully restated herein.
48. The allegations set forth in paragraph number 48 are directed at a different defendant than Ronald O. Slemboski, Jr., and therefore Ronald O. Slemboski, Jr., is not required to respond to this allegation.
49. The allegations set forth in paragraph number 49 are directed at a different defendant than Ronald O. Slemboski, Jr., and therefore Ronald O. Slemboski, Jr., is not required to respond to this allegation.
50. The allegations set forth in paragraph number 50 are directed at a different defendant than Ronald O. Slemboski, Jr., and therefore Ronald O. Slemboski, Jr., is not required to respond to this allegation.
51. The allegations set forth in paragraph number 51 are directed at a different defendant than Ronald O. Slemboski, Jr., and therefore Ronald O. Slemboski, Jr., is not required to respond to this allegation.
52. The allegations set forth in paragraph number 52 are directed at a different defendant than Ronald O. Slemboski, Jr., and therefore Ronald O. Slemboski, Jr., is not required to respond to this allegation.
53. The allegations set forth in paragraph number 53 are directed at a different defendant than Ronald O. Slemboski, Jr., and therefore Ronald O. Slemboski, Jr., is not required to respond to this allegation.
54. The allegations set forth in paragraph number 54 are directed at a different defendant than Ronald O. Slemboski, Jr., and therefore Ronald O. Slemboski, Jr., is not required to respond to this allegation.
55. The allegations set forth in paragraph number 55 are directed at a different defendant than Ronald O. Slemboski, Jr., and therefore Ronald O. Slemboski, Jr., is not required to respond to this allegation.
56. The allegations set forth in paragraph number 56 are directed at a different defendant than Ronald O. Slemboski, Jr., and therefore Ronald O. Slemboski, Jr., is not required to respond to this allegation.
57. The allegations set forth in paragraph number 57 are directed at a different defendant than Ronald O. Slemboski, Jr., and therefore Ronald O. Slemboski, Jr., is not required to respond

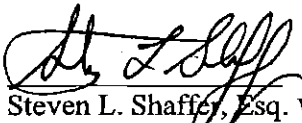
to this allegation.

58. Defendant Ronald O. Slemboski, Jr., incorporates the answers provided in all of the preceding paragraphs as if fully restated herein.
59. The allegations set forth in paragraph number 59 are directed at a different defendant than Ronald O. Slemboski, Jr., and therefore Ronald O. Slemboski, Jr., is not required to respond to this allegation.
60. The allegations set forth in paragraph number 60 are directed at a different defendant than Ronald O. Slemboski, Jr., and therefore Ronald O. Slemboski, Jr., is not required to respond to this allegation.
61. The allegations set forth in paragraph number 61 are directed at a different defendant than Ronald O. Slemboski, Jr., and therefore Ronald O. Slemboski, Jr., is not required to respond to this allegation.
62. The allegations set forth in paragraph number 62 are directed at a different defendant than Ronald O. Slemboski, Jr., and therefore Ronald O. Slemboski, Jr., is not required to respond to this allegation.
63. The allegations set forth in paragraph number 63 are directed at a different defendant than Ronald O. Slemboski, Jr., and therefore Ronald O. Slemboski, Jr., is not required to respond to this allegation.
64. The allegations set forth in paragraph number 64 are directed at a different defendant than Ronald O. Slemboski, Jr., and therefore Ronald O. Slemboski, Jr., is not required to respond to this allegation.
65. The allegations set forth in paragraph number 65 are directed at a different defendant than Ronald O. Slemboski, Jr., and therefore Ronald O. Slemboski, Jr., 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**, the defendant, Ronald O. Slemboski, Jr., demands that the Amended Complaint filed against him be dismissed and that he be awarded costs, including attorney fees expended in the defense of this Complaint, and any such other relief as this Court deems just and proper.

**A jury trial is demanded**

Respectfully Submitted  
defendant/counterclaim plaintiff,  
Ronald O. Slemboski, Jr.,  
By Counsel



Steven L. Shaffer, Esq. WV State Bar # 9365  
C. Paul Estep, Esq. WV State Bar # 5731  
Estep & Shaffer, L.C.  
212 West Main Street  
Kingwood, WV 26537  
(304) 329-6003  
fax: 329-6450

IN THE CIRCUIT COURT OF PRESTON COUNTY, WEST VIRGINIA

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

**CERTIFICATE OF SERVICE**

I, Steven L. Shaffer, hereby certify that on December 11, 2014, I served the foregoing "*Defendant  
Ronald O. Slemboski, Jr.'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  
Facsimile: (304) 284-4142  
*Local Counsel for Greatwide Cheetah  
Transportation, LLC*

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