

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

**HILB GROUP OF WEST VIRGINIA, LLC,  
a Delaware limited liability company,**

**Plaintiff,**

**v.**

**Civil Action No. 16-C-1333  
(Judge Webster)**

**MICHAEL M. IDLEMAN, individually, and  
MAIN STREET INSURANCE, LLC,  
a West Virginia limited liability company,**

**Defendants.**

**ANSWER TO COMPLAINT**

NOW COMES Defendant Main Street Insurance, LLC ("Main Street"), by and through its counsel, Edward P. Tiffey and Tiffey Law Practice, PLLC, and files herewith its Answer to the within Complaint as follows:

**FIRST DEFENSE**

The Complaint fails to state a claim upon which relief may be granted and, therefore, requires dismissal pursuant to Rule 12(b)(6) of the West Virginia Rules of Civil Procedure.

**SECOND DEFENSE**

In specific response to the allegations appearing in the Complaint, Defendant Main Street avers as follows:

1. Main Street is without sufficient knowledge or information to form a belief as to the truth of the allegations appearing in paragraph 1.
2. Main Street admits the allegations appearing in paragraph 2.
3. Main Street admits the allegations appearing in paragraph 3.

4. Main Street denies the allegations appearing in paragraph 4.
5. Main Street is without knowledge or information sufficient to form a belief as to the truth of the allegations appearing in paragraph 5.
6. Main Street is without knowledge or information sufficient to form a belief as to the truth of the allegations appearing in paragraph 6.
7. Main Street is without knowledge or information sufficient to form a belief as to the truth of the allegations appearing in paragraph 7.
8. Main Street is without knowledge or information sufficient to form a belief as to the truth of the allegations appearing in paragraph 8.
9. Main Street is without knowledge or information sufficient to form a belief as to the truth of the allegations appearing in paragraph 9.
10. Main Street is without knowledge or information sufficient to form a belief as to the truth of the allegations appearing in paragraph 10.
11. Main Street is without knowledge or information sufficient to form a belief as to the truth of the allegations appearing in paragraph 11.
12. Main Street denies the allegations in paragraph 12 to the extent they are directed against this defendant. Otherwise, Main Street is without knowledge or information sufficient to form a belief as to the truth of the allegations appearing in paragraph 12.
13. Main Street denies the allegations in paragraph 13 to the extent they are directed against this defendant. Otherwise, Main Street is without knowledge or information sufficient to form a belief as to the truth of the allegations appearing in paragraph 13.

14. Main Street is without sufficient knowledge or information sufficient to form a belief as to the truth of the allegations appearing in paragraph 14.

15. Main Street admits that Mr. Idleman accepted the position of commercial account representative prior to July 24, 2016 and began his official employment on August 4, 2016.

16. Main Street admits the allegations appearing in paragraph 16.

17. Main Street admits the allegations appearing in paragraph 17.

18. Main Street is without sufficient knowledge or information sufficient to form a belief as to the truth of the allegations appearing in paragraph 18.

19. Main Street denies the allegations appearing in paragraph 19.

20. Main Street denies the allegations appearing in paragraph 20.

21. In response to paragraph 21, this defendant reasserts each and every response to paragraphs 1 through 20 as if fully set forth herein.

22. Main Street denies the allegations in paragraph 22 to the extent they are directed to this defendant. Otherwise, Main Street is without sufficient knowledge or information sufficient to form a belief as to the truth of the allegations appearing in paragraph 22.

23. Main Street denies the allegations in paragraph 23 to the extent they are directed to this defendant. Otherwise, Main Street is without sufficient knowledge or information sufficient to form a belief as to the truth of the allegations appearing in paragraph 23.

24. Main Street is without sufficient knowledge or information sufficient to form a belief as to the truth of the allegations appearing in paragraph 24.

25. Main Street denies the allegations in paragraph 25.

26. Main Street denies the allegations in paragraph 26 to the extent they are directed to this defendant. Otherwise, Main Street is without sufficient knowledge or information sufficient to form a belief as to the truth of the allegations appearing in paragraph 26.

27. In response to paragraph 27, this defendant reasserts each and every response to paragraphs 1 through 26 as if fully set forth herein.

28. Main Street is without sufficient knowledge or information sufficient to form a belief as to the truth of the allegations appearing in paragraph 28.

29. Main Street denies the allegations in paragraph 29 to the extent they are directed to this defendant. Otherwise, Main Street is without sufficient knowledge or information sufficient to form a belief as to the truth of the allegations appearing in paragraph 29.

30. Main Street denies the allegations in paragraph 30 to the extent they are directed to this defendant. Otherwise, Main Street is without sufficient knowledge or information sufficient to form a belief as to the truth of the allegations appearing in paragraph 30.

31. Main Street denies the allegations in paragraph 31.

32. Main Street denies the allegations in paragraph 32 to the extent they are directed to this defendant. Otherwise, Main Street is without sufficient knowledge or information sufficient to form a belief as to the truth of the allegations appearing in paragraph 32.

33. In response to paragraph 33, this defendant reasserts each and every response to paragraphs 1 through 32 as if fully set forth herein.

34. Main Street is without sufficient knowledge or information sufficient to form a belief as to the truth of the allegations appearing in paragraph 34.

35. Main Street denies the allegations in paragraph 35.

36. Main Street denies the allegations in paragraph 36.

37. In response to paragraph 37, this defendant reasserts each and every response to paragraphs 1 through 36 as if fully set forth herein.

38. Main Street denies the allegations in paragraph 38.

39. Main Street denies the allegations in paragraph 39.

40. Main Street denies the allegations in paragraph 40.

41. In response to paragraph 41, this defendant reasserts each and every response to paragraphs 1 through 40 as if fully set forth herein.

42. Main Street denies the allegations in paragraph 42.

43. Main Street is without sufficient knowledge or information sufficient to form a belief as to the truth of the allegations appearing in paragraph 43.

44. Main Street is without sufficient knowledge or information sufficient to form a belief as to the truth of the allegations appearing in paragraph 44.

45. Main Street denies the allegations in paragraph 45.

46. In response to paragraph 46, this defendant reasserts each and every response to paragraphs 1 through 45 as if fully set forth herein.

47. Main Street denies the allegations in paragraph 47.

48. Main Street denies the allegations in paragraph 48.

49. Main Street denies the allegations in paragraph 49.
50. Main Street denies the allegations in paragraph 50.
51. In response to paragraph 51, this defendant reasserts each and every response to paragraphs 1 through 50 as if fully set forth herein.
52. Main Street is without sufficient knowledge or information sufficient to form a belief as to the truth of the allegations appearing in paragraph 52.
53. Main Street denies the allegations in paragraph 53.
54. Main Street denies the allegations in paragraph 54.
55. Main Street denies the Prayer for Relief appearing at the conclusion of the Complaint, including items 1 through 8.

### **THIRD DEFENSE**

Any allegation not admitted herein is denied.

### **FOURTH DEFENSE**

Main Street is not a party to any of the private agreements between the plaintiff and Mr. Idleman. Therefore, Main Street is not subject to the terms and conditions of such private agreements.

### **FIFTH DEFENSE**

Main Street is not a party to any of the private agreements between the plaintiff's predecessor and Mr. Idleman. Therefore, Main Street is not subject to the terms and conditions of such private agreements.

### **SIXTH DEFENSE**

There is no privity of contract between the plaintiff, its predecessors, affiliates, members and parent entities, and Main Street.

#### **SEVENTH DEFENSE**

Main Street's employment of Mr. Idleman is not actionable as a matter of law.

#### **EIGHTH DEFENSE**

Main Street does not possess what Hilb refers to as its own confidential business information, confidential and proprietary information, and confidential customer information.

#### **NINTH DEFENSE**

Main Street has not induced Mr. Idleman to breach any personal contractual obligation to Hilb.

#### **TENTH DEFENSE**

Main Street has not interfered with any of Hilb's alleged customer or client relationships.

#### **ELEVENTH DEFENSE**

Main Street has not solicited customers of Hilb who were serviced by Mr. Idleman prior to his termination.

#### **TWELFTH DEFENSE**

Main Street has not aided, abetted or assisted Mr. Idleman in any alleged solicitation of Hilb customers.

#### **THIRTEENTH DEFENSE**

Hilb's allegations of knowing and intentional conduct by Main Street are false, egregious and sound in bad faith.

#### **FOURTEENTH DEFENSE**

Main Street reserves unto itself all of the defenses available under and as contemplated by Rules 8 and 12 of the West Virginia Rules of Civil Procedure, including but not limited to contributory negligence, comparative negligence, absence of duty, absence of privity of contract, estoppel, assumption of risk, risk of loss, laches, waiver, equity, release, absence of proof of damages, statute of limitations, and application of law.

#### **FIFTEENTH DEFENSE**

An award of punitive damages against Main Street is neither warranted nor justified as a matter of fact and law.

#### **SIXTEENTH DEFENSE**

Plaintiff's claim for punitive damages is violative of the Fourth, Fifth, Sixth, Eighth and Fourteenth Amendments to the United States Constitution, as well as Article III of the West Virginia Constitution.

#### **SEVENTEENTH DEFENSE**

The Complaint requires dismissal pursuant to Rule 12(b)(3) of the West Virginia Rules of Civil Procedure for improper venue.



WHEREFORE, Defendant Main Street Insurance, LLC respectfully requests entry of an Order dismissing the within Complaint with prejudice, an award of its attorney fees and costs, and such other relief this Court deems just and proper.

**MAIN STREET INSURANCE, LLC,**

**By Counsel**

A handwritten signature in black ink, appearing to read 'E. Tiffey', is written over a horizontal line.

Edward P. Tiffey (WVSB #6042)  
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**CERTIFICATE OF SERVICE**

I, Edward P. Tiffey, counsel for Defendant Main Street Insurance, LLC, do certify that on October 3, 2016, I served the foregoing **ANSWER TO COMPLAINT** upon the following counsel of record as noted below:

Kurt E. Entsminger, Esq.  
FLAHERTY SENSABAUGH BONASSO PLLC  
P.O. Box 3843  
Charleston, WV 25338-3843  
*Counsel for Plaintiff*  
*(via hand delivery)*

Stephen F. Gandee, Esq.  
ROBINSON & McELWEE, PLLC  
P.O. Box 128  
Clarksburg, WV 26302-0128  
*Counsel for Defendant Michael M. Idleman*  
*(via U.S. Mail)*



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Edward P. Tiffey (WVSB #6042)