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\*ALSO ADMITTED IN VA

March 13, 2015

Ms. Connie M. Carr, Clerk  
Circuit Court of Pocahontas County  
Pocahontas County Courthouse  
900 Tenth Avenue  
Marlinton, West Virginia 24954

POCAHONTAS COUNTY  
CIRCUIT/FAMILY COURT  
RECEIVED 3-16-15  
by: CMC

Re: Black Bear Crossing Town House, etc., et al., v. Black Bear  
Crossing, LLC, et al., v. First Tract Real Estate, etc., et al.,  
(Civil Action No. 14-C-32 [RR])

Dear Ms. Carr:

Enclosed are JD & JT General Contractors Limited Liability Company's  
answer to the amended third-party complaint served on it in this suit, its  
counterclaim/cross-claim, and a completed information statement. With many thanks  
for your attention to having these enclosures properly filed and with best wishes to you  
and your staff, I am

Sincerely,

Lawrence E. Morhous

LEM/lm  
Enclosures

cc: Kenneth E. Webb, Jr., Esquire, et al., (w/ encls.)  
Jane E. Harkins, Esquire (w/ encls.)  
Sean C. Workowski, Esquire (w/ encls.)  
Jamison Design LLC (w/ encls.)  
Teresa J. Dumire, Esquire, et al., (w/ encls.)  
Brian J. Warner, Esquire, et al., (w/ encls.)  
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PLAINTIFF: BLACK BEAR CROSSING TOWN HOUSE, ETC., ET AL.,  
DEFENDANTS: BLACK BEAR CROSSING, LLC, ET AL.,  
THIRD-PART DEFENDANTS: FIRST TRACTS REAL ESTATE, LLC, ET AL.,  
CASE NUMBER: 14-C-32 (RR)

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 checked="" 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

CASE WILL BE READY FOR TRIAL BY: April 2016

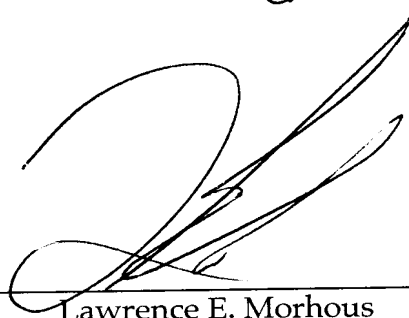
IV. DO YOU OR ANY OF YOUR CLIENTS OR WITNESSES IN THIS CASE REQUIRE SPECIAL ACCOMMODATIONS DUE TO A DISABILITY OR AGE?

No

Attorney's Name: Lawrence E. Morhous (WV State Bar No. 2633)  
Firm: BREWSTER, MORHOUS, CAMERON, CARUTH,  
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Representing: Third-party defendant JD & JT General Contractors  
Limited Liability Company

Dated: March 13, 2015

  
Lawrence E. Morhous

CIRCUIT/FAMILY COURT  
POCAHONTAS COUNTY, W. VA.  
Filed in this office this the 16th day  
of March, 2015  
Clerk

IN THE CIRCUIT COURT OF POCAHONTAS COUNTY, WEST VIRGINIA

BLACK BEAR CROSSING TOWN HOUSE  
ASSOCIATION, LLC, a West Virginia limited  
liability company and on behalf of two (2)  
or more unit owners,

Plaintiff,

v.

CIVIL ACTION NO. 14-C-32(RR)

BLACK BEAR CROSSING, LLC,  
GKS DEVELOPMENT, LLC,  
THOMAS C. SELLS, III, BRIAN KREIDER,  
MATTHEW GLOD, JAMISON DESIGN, LLC,  
TYGARTS VALLEY CONSTRUCTION, INC.,  
SLOPESIDE CONSTRUCTION, INC.,  
TINK'S COTTAGE CARE AT SNOWSHOE, LLC,  
and TREVE PAINTER,

Defendants,

(and)

BLACK BEAR CROSSING, LLC,  
GKS DEVELOPMENT, LLC,  
THOMAS C. SELLS, III;  
BRIAN KRIEDER MATTHEW GLOD and  
TYGARTS VALLEY CONSTRUCTION, INC.,

Third-Party Plaintiffs.

v.

FIRST TRACTS REAL ESTATE, LLC,  
DAVID M. SIMMONS and PETER A. MONICO,  
Individually and as members of  
FIRST TRACTS REAL ESTATE, LLC,  
CAS STRUCTURAL ENGINEERING, INC.,  
CHAPMAN TECHNICAL GROUP, LTD,  
LEON G. MALLOW SURVEYING, INC.,  
DOUGLAS J. GRIMES d/b/a MILL RUN FARM,  
JD & JT GENERAL CONTRACTORS, LLC,  
TCC CONTRACTING SERVICES, LLC,

Third-Party Defendants.

**ANSWER TO AMENDED THIRD-PARTY COMPLAINT BY THIRD-PARTY  
DEFENDANT JD & JT GENERAL CONTRACTORS LIMITED LIABILITY  
COMPANY**

1. This third-party defendant says that third-party plaintiffs have each failed to state a cause of action against it upon which any of the third-party plaintiffs is entitled to relief in this action.

2. This third-party defendant admits the factual assertions set forth in Paragraphs 1 and 2 of the amended third-party complaint.

3. This third-party defendant adopts the preceding paragraph in response to Paragraph 3 of the amended third-party complaint.

4. This third-party defendant is presently without knowledge or information sufficient to either admit or deny any of the assertions set forth in Paragraphs 4, 5, 6, 7, 8, 9, 10, 11, 12, and 13 of the amended third-party complaint.

5. This third-party defendant admits the factual assertions set forth in Paragraph 14 of the amended third-party complaint.

6. This third-party defendant is presently without knowledge or information sufficient to either admit or deny the assertions set forth in Paragraph 15 of the amended third-party complaint.

7. This third-party defendant adopts the preceding paragraphs in response to Paragraph 16 of the amended third-party complaint.

8. In that none of the allegations set forth in Paragraphs 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, and 50 of the amended third-party complaint are asserted against this third-party defendant, it says that it is presently without knowledge or information sufficient to either admit or deny any of those allegations.

9. This third-party defendant adopts the preceding paragraphs in response to Paragraph 51 of the amended third-party complaint.

10. In that none of the allegations set forth in Paragraphs 52, 53, 54, 55, 56, 57, 58, 59, and 60 of the amended third-party complaint are asserted against this third-party defendant, it says that it is presently without knowledge or information sufficient to either admit or deny any of those allegations.

11. This third-party defendant adopts the preceding paragraphs in response to Paragraph 61 of the amended third-party complaint.

12. In that none of the allegations set forth in Paragraphs 62, 63, 64, 65, 66, 67, 68, 69, and 70 of the amended third-party complaint are asserted against this third-party defendant, it says that it is presently without knowledge or information sufficient to either admit or deny any of those allegations.

13. This third-party defendant adopts the preceding paragraphs in response to Paragraph 71 of the amended third-party complaint.

14. In that none of the allegations set forth in Paragraphs 72, 73, 74, 75, 76, 77, 78, 79, and 80 of the amended third-party complaint are asserted against this third-party defendant, it says that it is presently without knowledge or information sufficient to either admit or deny any of those allegations.

15. This third-party defendant adopts the preceding paragraphs in response to Paragraph 81 of the amended third-party complaint.

16. In that none of the allegations set forth in Paragraphs 82, 83, 84, 85, 86, 87, 88, 89, and 90 of the amended third-party complaint are asserted against this third-party defendant, it says that it is presently without knowledge or information sufficient to either admit or deny any of those allegations.

17. This third-party defendant adopts the preceding paragraphs in response to Paragraph 91 of the amended third-party complaint.

18. This third-party defendant admits the assertions set forth in Paragraphs 92, 93, and 94 of the amended third-party complaint.

19. To the extent third-party plaintiffs intended any of the assertions/allegations set forth in Paragraph 95 of the amended third-party complaint to apply to this third-party defendant, it denies any and all such assertions/allegations.

20. In that the allegations set forth in Paragraph 96 of the amended third-party complaint call for legal opinions that this third-party defendant is neither qualified nor required to render in this action, it says that it is without knowledge or information sufficient to form a belief as to the truth of those allegations.

21. This third-party defendant denies the allegations set forth in Paragraphs 97, 98, 99, and 100 of the amended third-party complaint.

22. This third-party defendant adopts the preceding paragraphs in response to Paragraph 101 of the amended third-party complaint.

23. In that none of the allegations set forth in Paragraphs 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, and 115 of the amended third-party complaint are asserted against this third-party defendant, it says that it is presently without knowledge or information sufficient to either admit or deny any of those allegations.

24. This third-party defendant denies any allegation set forth in the amended third-party complaint directed against it to which a response has not heretofore been asserted.

25. This third-party defendant says that plaintiff's damages, if any, were caused by the negligence/ fault of some other person or entity for whose conduct this third-party defendant is neither liable nor responsible and, accordingly, it reserves the right to raise and rely on the doctrines of comparative negligence, comparative fault, and/or comparative contribution to the extent proven applicable to this action by facts hereinafter developed.

26. This third-party defendant further reserves the right to raise and rely on any defense under Rules 8(c), 9, and 12 of the West Virginia Rules of Civil

Procedure as well as under any statute, rule, or regulation proven applicable to this action by facts hereinafter developed.

27. This third-party defendant denies that it is indebted to any third-party plaintiff and further denies that any third-party plaintiff is entitled to recover anything from it in this action.

**COUNTERCLAIM/CROSS-CLAIM BY THIRD-PARTY DEFENDANT JD & JT  
GENERAL CONTRACTORS LIMITED LIABILITY COMPANY AGAINST ALL  
DEFENDANTS (INCLUDING THOSE WHO ARE THIRD-PARTY PLAINTIFFS)  
AND ALL OTHER THIRD-PARTY DEFENDANTS**

1. Third-party defendant JD & JT General Contractors Limited Liability Company hereby refers to plaintiff's complaint and amended complaint in this action as if set forth *in haec verba* together with this third-party defendant's preceding answer to the amended third-party complaint filed against it and others in this action.

2. This third-party defendant says that plaintiff's damages, if any, were caused by one or more of the defendants and/or other third-party defendants and not by this third-party defendant.

3. This third-party defendant again denies that it caused or contributed in any way to causing the damages claimed by plaintiff in this action.

4. This third-party defendant says that if it should be adjudged liable to plaintiff with regard to the damages claimed in this action, such liability would be entirely passive and secondary to that of one or more of the defendants and/or other third-party defendants thus entitling this defendant to be indemnified by any such defendants and/or other third-party defendant.

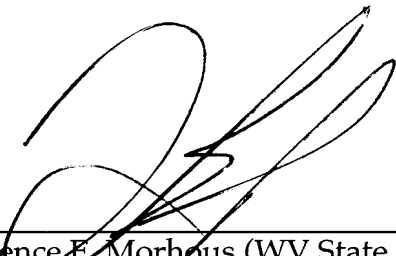
5. In the alternative, if it is determined in this action that this third-party defendant contributed to causing any damages being sought by plaintiff, it

is entitled to seek contribution from any of the defendants and/or other third-party defendants that are also determined to have contributed to causing such damages.

WHEREFORE, third-party defendant JD & JT General Contractors Limited Liability Company hereby demands judgment in its favor against any of the defendants and/or other third-party defendants that are determined to have caused or contributed to any damages awarded to plaintiff in this action in the amount of all legal fees, expenses, and costs incurred in this third-party defendant's defense of the amended third-party complaint filed against it in this action and in the pursuit of this cross-claim together with such other/further relief as this Honorable Court deems appropriate in light of all attendant facts and circumstances or, in the alternative, for contribution against any defendant and/or other third-party defendants determined to have caused any damages for which plaintiff recovers in this action.

**This third-party defendant hereby demands a jury trial.**

JD & JT GENERAL CONTRACTORS  
LIMITED LIABILITY COMPANY,  
By Counsel.



Lawrence E. Morhous (WV State Bar No. 2633)  
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*Attorneys for third-party defendant JD & JT General Contractors  
Limited Liability Company*



### CERTIFICATE OF SERVICE

I, LAWRENCE E. MORHOUS, attorney for third-party defendant JD & JT General Contractors Limited Liability Company hereby certify that on this the 13<sup>th</sup> day of March, 2015, I served the preceding answer and counterclaim / cross-claim on plaintiff's attorneys, Kenneth E. Webb, Jr., and Patrick C. Timony; on the attorneys for defendants / third-party plaintiffs Black Bear Crossing, LLC, GKS Development, LLC, Thomas C. Sells, III, Brian Kreider, and Matthew Glod, Jane E. Harkins and Sean C. Workowski; on defendant Jamison Design LLC; on the attorneys for defendant / third-party plaintiff Tygarts Valley Construction, Inc., Teresa J. Dumire, Shannon P. Smith, and Matthew D. Elshiaty; on the attorneys for defendants Slopeside Construction, Inc., Tink's Cottage Care at Snowshoe, LLC, and Treve Painter, Brian J. Warner and Margaret L. Miner; and, on the attorney for CAS Structural Engineering, Inc., Jason S. Hammond, by depositing true copies thereof into the United States mail, postage prepaid, in envelopes addressed as follows:

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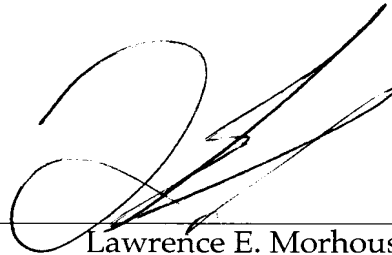
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(and)

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Lawrence E. Morhous

**CIRCUIT/FAMILY COURT**  
**POCAHONTAS COUNTY, W.VA.**

Filed in this office this the 16th day

of March, 2015  
David H. Harris Clerk