

IN THE DISTRICT COURT OF THE CHEROKEE NATION

THE CHEROKEE NATION,)
)
Plaintiff,)
)
vs.)
)
RED STONE CONSTRUCTION)
SERVICES, LLC; STARR DESIGN)
GROUP, INC; CPR OF TULSA, LLC;)
and, T&J SPECIALTY)
CONTRACTORS, INC.,)
)
Defendants.)

Case No. CV-17-375

FILED
2017 SEP - 7 PM 1:41
DISTRICT COURT
MASTI MONICOYEA
CHIEF CLERK

**ANSWER OF DEFENDANT T&J SPECIALTY CONTRACTORS, INC.
TO PLAINTIFF'S PETITION**

COMES NOW T&J Specialty Contractors, Inc., Defendant, and for its Answer to Plaintiff's Petition would allege and state as follows:

1. This answering Defendant admits the allegations of Paragraph 1 of Plaintiff's Petition.
2. This answering Defendant is without knowledge sufficient to form a belief as to the truth or falsity of the allegations in Paragraphs 2, 3, and 4 of Plaintiff's Petition and therefore would deny same.
3. This answering Defendant admits the allegations of Paragraph 5 of Plaintiff's Petition.
4. Paragraph 6 of Plaintiff's Petition requires no response.
5. Paragraph 7 of Plaintiff's Petition requires no response.
6. This answering Defendant admits the allegations of Paragraphs 8, 9, 10, 11, and 12 of Plaintiff's Petition.

7. With regard to the allegations of Paragraphs 13, 14, 15, 16, 17, 18, 19, 20, 21, and 222 [sic] of Plaintiff's Petition, this answering Defendant is without knowledge sufficient to form a belief as to the truth or falsity of said allegations, which are therefore generally and specifically denied, and strict proof thereon is demanded at the trial of this cause.

8. Paragraph 23 of Plaintiff's Petition requires no response.

9. This answering Defendant would admit the allegations of Paragraph 24 of Plaintiff's Petition that it contracted to perform work on Plaintiff's project. This answering Defendant would deny that it was required to install the roof, as there was a change order that went into effect.

10. This answering Defendant would deny the allegations of Paragraphs 25, 26, 27, and 28 of Plaintiff's Petition and demands strict proof thereon at the trial of this cause.

11. Paragraph 29 of Plaintiff's Petition requires no response.

12. This answering Defendant would admit the allegations of Paragraph 30 of Plaintiff's Petition.

13. This answering Defendant would deny the allegations of Paragraph 31 of Plaintiff's Petition, as regarding its responsibility regarding the roof, and demands strict proof thereon at the trial of this cause.

14. This answering Defendant would deny the allegations of Paragraph 32 of P's Petition which are directed to it. This answering Defendant is without knowledge sufficient to form a belief as to the truth or falsity of the remainder of the allegations of Paragraph 32.

15. This answering Defendant would deny the allegations of Paragraph 33 of Plaintiff's Petition and demands strict proof thereon at the trial of this cause.

16. Paragraph 34 of Plaintiff's Petition requires no response.

17. With regard to the allegations of Paragraphs 35 and 36 of Plaintiff's Petition, this answering Defendant would deny that it expressly and/or impliedly warranted and guaranteed materials and installations. With regard to the remainder of the allegations in said Paragraphs, this answering Defendant is without knowledge sufficient to form a belief as to their truth or falsity; therefore, said allegations are generally and specifically denied, and strict proof thereon is demanded at the trial of this cause.

18. With regard to the allegations of Paragraph 37 of Plaintiff's Petition, this answering Defendant is without knowledge sufficient to form a belief as to the truth or falsity or said allegations, which are therefore generally and specifically denied and strict proof thereon is demanded thereon at the trial of this cause.

19. This answering Defendant would deny the allegations of Paragraphs 38 and 39 of Plaintiff's Petition and demands strict proof thereon at the trial of this cause.

AFFIRMATIVE DEFENSES

For its Affirmative Defenses, this answering Defendant would allege the following:

1. The claims in Plaintiff's Petition fail to state a claim for which relief can be granted as to this answering Defendant.

2. The damages alleged in Plaintiff's Petition were caused by acts of God or by unforeseen and uncontrollable forces which could not have been anticipated by T&J Specialty Contractors, Inc.

3. Plaintiff failed to mitigate its damages.

4. Plaintiff failed to give timely notice to T&J Specialty Contractors, Inc. of any problems and failed to give T&J Specialty Contractors, Inc. timely opportunity to cure any such conditions.

5. Plaintiff's claims may be barred by the applicable statute of limitations.

6. Plaintiff's damages, if any, were caused by another party or by a third party not under the control of T&J Specialty Contractors, Inc.

7. Plaintiff's claims are barred by contributory/comparative negligence.

8. The claims in the Petition against T&J Specialty Contractors, Inc. are so vague and ambiguous that it cannot reasonably prepare a response to same.

9. This answering Defendant, T&J Specialty Contractors, Inc., reserves the right to supplement its Answer and to raise any additional affirmative defenses that may become evident during the discovery process.

WHEREFORE, Defendant T&J Specialty Contractors, Inc. respectfully requests the Court to enter judgment in its favor and award it such other and further relief as the Court deems appropriate.

Respectfully submitted,



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**ATTORNEYS FOR DEFENDANT T&J
SPECIALTY CONTRACTORS, INC.**

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the above and foregoing was mailed
September 5th, 2017, to:

Wm. Gregory James
Thomas M. Askew
Sharon K. Weaver
RIGGS, ABNEY, NEAL, TURPEN, ORBISON & LEWIS, P.C.
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