

FILED

THE DISTRICT COURT OF THE CHEROKEE NATION

2017 AUG 28 AM 10:14

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-2017-375

CHEROKEE NATION
DISTRICT COURT
KRISTY MONCODYEA
COURT CLERK

ANSWER OF STARR DESIGN GROUP, INC.

COMES NOW the Defendant, Starr Design Group, Inc. (Starr), and denies generally and specifically each and every material allegation set forth in Plaintiff's Petition except as may be specifically hereinafter admitted.

1. Admitted.
2. That it will defer to the response of Red Stone Construction Services, LLC.
3. That it will defer to the response of CPR of Tulsa, LLC.
4. Admitted.
5. That it will defer to the response of T & J Specialty Contractors, Inc.
6. That the ultimate allegations as to the Cherokee Nation Child Development Center in Paragraph 6 are legal conclusions and should be stricken.

7. That it incorporates all responses set forth in Paragraphs 1-6 above.

8. Denied as phrased. Starr admits that its contract with the Cherokee Nation is dated March 31, 2010. The contract provides for Starr to provide A/E services in conformity with AIA Form B 102-2007.

9. Admitted.

10. That it is without sufficient information to admit or deny the allegations of Paragraph 10 of Plaintiff's Petition; therefore, those allegations are denied and strict proof demanded.

11. That it is without sufficient information to admit or deny the allegations of Paragraph 11 of Plaintiff's Petition; therefore, those allegations are denied and strict proof demanded.

12. That it is without sufficient information to admit or deny the allegations of Paragraph 12 of Plaintiff's Petition; therefore, those allegations are denied and strict proof demanded.

13. Admitted.

14. That it is without sufficient information to admit or deny the allegations of Paragraph 14 of Plaintiff's Petition; therefore, those allegations are denied and strict proof demanded.

15. That it is without sufficient information to admit or deny the allegations of Paragraph 15 of Plaintiff's Petition; therefore, those allegations are denied and strict proof demanded.

16. As the allegations of Paragraph 16 of Plaintiff's Petition do not concern this answering Defendant, no answer is required. However, if an answer is required, Denied.

17. Admitted.

18. Admitted.

19. Admitted.

20. That it is without sufficient information to admit or deny the allegations of Paragraph 20 of Plaintiff's Petition; therefore, those allegations are denied and strict proof demanded. Further answering, on information and belief, the second sentence of Paragraph 20 is admitted.

21. That it is without sufficient information to admit or deny the allegations of Paragraph 21 of Plaintiff's Petition; therefore, those allegations are denied and strict proof demanded.

222[sic] That it is without sufficient information to admit or deny the allegations of Paragraph 222[sic] of Plaintiff's Petition; therefore, those allegations are denied and strict proof demanded.

23. That it admits incorporates all previous responses in Paragraphs 1-22 above.

24. As to this Defendant, it provided architectural and flash engineering consulting services. As for allegations against the remaining Defendants, it is without sufficient information to admit or deny those allegations; therefore, it denies those allegations and demands strict proof thereof.

25. As to this Defendant, denied. The remaining allegations pertain to the other Defendants, individually, and no answer is required. However, if an answer is required, Denied.

26. As to this Defendant, denied. The remaining allegations pertain to the other Defendants, individually, and no answer is required. However, if an answer is required, Denied.

27. As the allegations of Paragraph 27 of Plaintiff's Petition do not concern this answering Defendant, no answer is required. However, if an answer is required, Denied.

28. As to this Defendant, denied. The remaining allegations in Paragraph 28 of Plaintiff's Petition pertain to the other Defendants, individually, and no answer is required. However, if an answer is required, Denied.

29. That it adopts all previous responses in Paragraphs 1-28.

30. As the allegations of Paragraph 30 of Plaintiff's Petition do not concern this answering Defendant, no answer is required. However, if an answer is required, Denied.

31. Objection, the allegations of Paragraph 31 are legal conclusions and should be stricken. Further answering, Starr did not have any control over the parts or materials received on site.

32. As to this Defendant, denied. The remaining allegations in Paragraph 32 of Plaintiff's Petition pertain to the other Defendants, individually, and no answer is required. However, if an answer is required, Denied.

33. That it is without sufficient information to admit or deny the allegations of Paragraph 33 of Plaintiff's Petition; therefore, those allegations are denied and strict proof demanded.

34. That it adopts all previous responses in Paragraphs 1-33.

35. As the allegations of Paragraph 35 of Plaintiff's Petition do not concern this answering Defendant, no answer is required. However, if an answer is required, Denied.

36. As the allegations of Paragraph 36 of Plaintiff's Petition do not concern this answering Defendant, no answer is required. However, if an answer is required, Denied.

37. As the allegations of Paragraph 37 of Plaintiff's Petition do not concern this answering Defendant, no answer is required. However, if an answer is required, Denied.

38. As the allegations of Paragraph 38 of Plaintiff's Petition do not concern this answering Defendant, no answer is required. However, if an answer is required, Denied.

39. That it is without sufficient information to admit or deny the allegations of Paragraph 39 of Plaintiff's Petition; therefore, those allegations are denied and strict proof demanded.

AFFIRMITIVE DEFENSES

40. That Plaintiff has failed to set forth a claim upon which relief can be granted.

41. That it specifically denies breaching any contractual duty owed to Plaintiff.

42. All allegations not otherwise admitted in its Answer are denied.

43. That Plaintiff's claims are barred by the statute of limitations.

44. That the damages claimed by Plaintiff were caused by others over which this Defendant had no control.

45. This Defendant specifically and generally denies that it was negligent regarding any services provided to Plaintiff.

46. This Defendant denies that the Plaintiff is entitled to damages against this Defendant as set forth in Plaintiff's Petition.

47. This Defendant denies that Plaintiff has stated a claim for attorney fees.

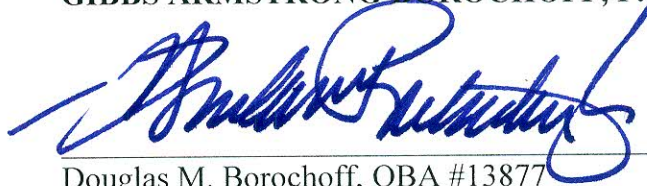
48. This Defendant denies that it breached any duty owed to Plaintiff.

49. This Defendant denies that any act or omission by it caused any injury or damage to Plaintiff.

50. That this Defendant reserves the right to amend its Answer and affirmative defenses following the close of discovery.

WHEREFORE, premises considered, Defendant, Starr Design Group, Inc. prays that Plaintiff take nothing from it and it be allowed to go hence with its costs, and such other and further equitable relief as the Court deems just and proper.

GIBBS ARMSTRONG BOROCHOFF, P.C



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**ATTORNEYS FOR DEFENDANT STARR
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CERTIFICATE OF SERVICE

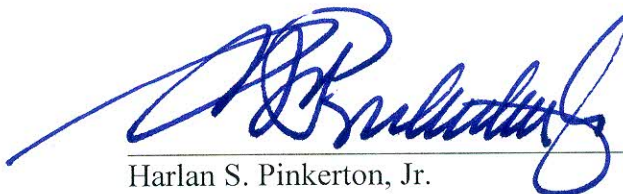
I hereby certify that a full, true, and correct copy of the above and foregoing document was served on the 23RD day of August 2017, via:

 X U. S. First Class Mail, proper postage prepaid;
 Certified Mail, Return Receipt Requested;
 Facsimile
 Hand Delivery
 Overnight Express Delivery

to the following counsel of record:

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