

IN THE DISTRICT COURT OF THE CHEROKEE NATION

2017 OCT 23 AM 10:17

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

Case No.: CV-2017-375

FILED
 DISTRICT COURT
 CHEROKEE NATION
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DEFENDANT CPR OF TULSA, LLC'S ANSWER

COMES NOW the Defendant, CPR of Tulsa, LLC, and answers Plaintiff's Petition in numerical sequence as follows:

1. The allegations contained in Paragraph 1 are admitted.
2. This Defendant is unable to admit or deny the allegations contained in Paragraph 2 of Plaintiff's Petition, and therefore denies the same.
3. The allegations contained in Paragraph 3 are admitted.
4. This Defendant is unable to admit or deny the allegations contained in Paragraph 4, and therefore denies the same.
5. This Defendant is unable to admit or deny the allegations contained in Paragraph 5, and therefore denies the same.
6. This Defendant is unable to admit or deny the allegations contained in Paragraph 6, and therefore denies the same.
7. This Defendant adopts and incorporates by reference its answers in Plaintiff's allegations as stated in Paragraphs 1 through 6 as if fully set forth herein.

8. The allegations contained in Paragraph 8 are admitted.

9. The allegations contained in Paragraph 9 are admitted.

10. The allegations contained in Paragraph 10 are admitted.

11. The allegations contained in Paragraph 11 are admitted.

12. This Defendant admits this Defendant did become involved in the installation of the roof decking as listed in Paragraph 12. This Defendant denies the remaining allegations contained in Paragraph 12.

13. The allegations contained in Paragraph 13 are admitted.

14. For its response to Paragraph 14, this Defendant states that it did become aware of certain leaks and attempts of repair of those leaks. All remaining allegations contained in Paragraph 14 are denied.

15. For its response to Paragraph 15, this Defendant confirms it was involved in performing inspections of the roof and did determine that leaks did exist that were related to decking issues, including the curling up of some of the corners. All remaining allegations contained in Paragraph 15 are denied.

16. This Defendant admits it was involved in performing inspections and certain repairs on the roof as noted in Paragraph 16. This is unable to admit or deny the remaining allegations contained in Paragraph 16, and therefore denies the same.

17. This Defendant is unable to admit or deny the allegations contained in Paragraph 17, and therefore denies the same.

18. This Defendant is unable to admit or deny the allegations contained in Paragraph 18, and therefore denies the same.

19. This Defendant is unable to admit or deny the allegations contained in Paragraph 19, and therefore denies the same.

20. This Defendant is unable to admit or deny the allegations contained in Paragraph 20, and therefore denies the same.

21. This Defendant is unable to admit or deny the allegations contained in Paragraph 21, and therefore denies the same.

22. This Defendant is unable to admit or deny the allegations contained in Paragraph 22, and therefore denies the same.

23. For its answer to Paragraph 23, this Defendant adopts and incorporates by reference its answers in Plaintiff's allegations as stated in Paragraphs 1 through 22 as if fully set forth herein.

24. This Defendant admits that it was a subcontractor. This Defendant is unable to admit or deny the allegations contained in Paragraph 24.

25. The allegations in Paragraph 25-28 are denied.

26. In answer to Plaintiff's allegations in Paragraph 29, this Defendant adopts and incorporates by reference its answers in Paragraphs 1-28 as if fully set forth herein.

27. In answer to Paragraphs 30 and 31, this Defendant states that the contract speaks for itself as to duties and obligations of the parties to the contract. This Defendant admits that it had a duty to perform its work in a good and workmanlike manner. This Defendant denies the remaining allegations contained in Paragraphs 30 and 31 of Plaintiff's Petition.

28. This Defendant denies the allegations contained in Paragraphs 32 and 33 of Plaintiff's Petition.

29. For its answer to Paragraph 34, this Defendant adopts and incorporates by reference the answers to Plaintiff's allegations contained in Paragraphs 1-33 as if fully set forth herein.

30. This Defendant denies the allegations in Paragraphs 35-39 of Plaintiff's Petition.

AFFIRMATIVE DEFENSES

1. This Defendant specifically denies it breached any term of any contract and/or any contractual duty owed to Plaintiff.

2. This Defendant denies Plaintiff's Petition sets forth a good and valid cause of action against it under Oklahoma law.

3. This Defendant denies it committed any act of negligence was caused or contributed to any of Plaintiff's alleged damages.

4. This Defendant states the proximate cause of Plaintiff's damage, if any, was the negligence of third persons and/or entities over whom this Defendant had no control.

5. This Defendant alleges Plaintiff's claims are barred by the statute of limitations.


6. This Defendant denies that it breached any warranty, express, implied or otherwise and further states that its work and responsibilities were met in accordance with a good and workmanlike manner.

7. This Defendant alleges Plaintiff has failed to mitigate his damages.

8. This Defendant reserves the right to amend or modify the Answer upon completion of discovery.

Respectfully submitted,

SECRET, HILL, BUTLER & SECRET

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CERTIFICATE OF MAILING

This is to certify that on this 19th day of October, 2017 true and correct copy of the above and foregoing was mailed, with proper postage fully prepaid, to:

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