

**ORIGINAL**  
IN THE COURT OF CLAIMS OF OHIO

FILED  
COURT OF CLAIMS  
OF OHIO

TRANSAMERICA BUILDING COMPANY,  
INC.,

Plaintiff,

v.

OHIO SCHOOL FACILITIES COMMISSION,  
nka Ohio Facilities Construction Commission

Defendant.

2013 SEP -9 PM 1:43

: Case No. 2013-00349

: Judge McGrath

: Referee Wampler

**PLAINTIFF TRANSAMERICA BUILDING COMPANY, INC'S ANSWER TO  
DEFENDANT OHIO SCHOOL FACILITIES COMMISSION'S COUNTERCLAIM**

Now comes TransAmerica Building Company, Inc. ("TransAmerica") and states as follows for its Answer to the Counterclaim of Defendant Ohio School Facilities Commission, nka Ohio Facilities Construction Commission. ("OSFC").

**FIRST DEFENSE**

1. TransAmerica denies the allegations contained in Paragraph 1 of OSFC's Counterclaim.
2. TransAmerica denies the allegations contained in Paragraph 2 of OSFC's Counterclaim.
3. TransAmerica denies each and every other allegation set forth in OSFC's Counterclaim not specifically admitted to be true.

**SECOND DEFENSE**

4. OSFC's Counterclaim fails to state a claim upon which relief can be granted.

**THIRD DEFENSE**

5. OSFC is barred from recovery by reason of its own material breach of contract, breach of warranty, and contributory negligence. Any and all losses or damages allegedly sustained

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by OSFC were caused by the acts, omissions, breach of contract, breach of warranty, and negligence of OSFC's representatives and agents, which TransAmerica had no control over.

**FOURTH DEFENSE**

6. OSFC's claims are barred, in full or in part, by reason of accord and satisfaction.

**FIFTH DEFENSE**

7. OSFC's claims are barred, in full or in part, by the doctrine of waiver, laches, or estoppel.

**SIXTH DEFENSE**

8. OSFC failed to mitigate its alleged damages.

**SEVENTH DEFENSE**

9. Through its actions and inactions, OSFC waived its rights and remedies under the Contract, including the rights and remedies provided for in Article 8.

**EIGHTH DEFENSE**

10. TransAmerica incorporates herein by reference those affirmative defenses contained in Ohio R. Civ. P. 8(C), which through the course of discovery, may become applicable.

Respectfully submitted,

  
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*Attorneys for TransAmerica Building Company, Inc.*

**CERTIFICATE OF SERVICE**

I hereby certify that a copy of the foregoing Answer to Counterclaim was sent via regular U.S. mail, postage prepaid, this 9th day of September, 2013 to:

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