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COURT OF CLAIMS
OF OHIO

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IN THE OHIO COURT OF CLAIMS

Grand Valley Local School District Board of Education, *et al.*,	:	
Plaintiffs,	:	ORIGINAL
vs.	:	Case No: 2014-00469-PR
Buehrer Group Architecture & Engineering, Inc., *et al.*,	:	Judge Patrick M. McGrath
Defendants.	:	

ANSWER OF DEFENDANT,
HARTFORD FIRE INSURANCE COMPANY
TO AMENDED COMPLAINT

First Defense to All Claims

1. Defendant, Hartford Fire Insurance Company ("Hartford"), is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraphs 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10 of the Amended Complaint and therefore, denies same.

2. Hartford admits the Defendant, Jack Gibson Construction Company ("JGCC"), is an Ohio corporation, licensed to and doing business in the State of Ohio, with its principal office in Warren, Ohio, and that JGCC was the general trades contractor on the Project. Hartford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 11 of the Amended Complaint and, therefore, denies same.

3. Hartford admits that JGCC entered into the contract attached as Exhibit B to the Amended Complaint. Hartford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 12 of the Amended Complaint and, therefore, denies same.

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4. Hartford is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraphs 13 and 14 of the Amended Complaint and therefore, denies same.

5. Hartford admits the allegations contained in paragraph 15 of the Amended Complaint.

6. Hartford is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraphs 16, 17, and 18 of the Amended Complaint and therefore, denies same.

7. Hartford denies the allegations contained in paragraph 19 of the Amended Complaint to the extent they are directed at or refer to Hartford or JGCC. Hartford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 19 of the Amended Complaint and therefore, denies same.

8. Hartford admits that the bond it issued on this Project is in writing and speaks for itself as to Hartford's obligations and duties. Hartford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 20 of the Amended Complaint and, therefore, denies same.

9. Hartford is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraphs 21 and 22 of the Amended Complaint and therefore, denies same.

10. In response to paragraph 23 of the Amended Complaint, Hartford hereby incorporates by reference its admissions and denials set forth in paragraphs 1 through 9 above as if fully rewritten herein.

11. Hartford is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 24 of the Amended Complaint and therefore, denies same.

12. Hartford denies the allegations contained in paragraphs 25 and 26 of the Amended Complaint.

13. In response to paragraph 27 of the Amended Complaint, Hartford hereby incorporates by reference its admissions and denials set forth in paragraphs 1through 12 above as if fully rewritten herein.

14. Hartford is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraphs 28, 29, and 30 of the Amended Complaint and therefore, denies same.

15. In response to paragraph 31of the Amended Complaint, Hartford hereby incorporates by reference its admissions and denials set forth in paragraphs 1through 14 above as if fully rewritten herein.

16. Hartford is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraphs 32, 33, and 34 of the Amended Complaint and therefore, denies same.

17. Hartford denies the allegations contained in paragraphs 35 and 36 of the Amended Complaint.

18. In response to paragraph 37 of the Amended Complaint, Hartford hereby incorporates by reference its admissions and denials set forth in paragraphs 1through 17 above as if fully rewritten herein.

19. Hartford is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraphs 38, 39, 40, 41, and 42 of the Amended Complaint and therefore, denies same.

20. In response to paragraph 43 of the Amended Complaint, Hartford hereby incorporates by reference its admissions and denials set forth in paragraphs 1through 19 above as if fully rewritten herein.

21. Hartford admits that the bond it issued on this Project is in writing and speaks for itself as to Hartford's obligations and duties. Hartford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 44 of the Amended Complaint and, therefore, denies same.

22. Hartford denies the allegations contained in paragraphs 45 and 46 of the Amended Complaint.

23. In response to paragraph 47 of the Amended Complaint, Hartford hereby incorporates by reference its admissions and denials set forth in paragraphs 1through 22 above as if fully rewritten herein.

24. Hartford is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraphs 48, 49, and 50 of the Amended Complaint and therefore, denies same.

25. In response to paragraph 51 of the Amended Complaint, Hartford hereby incorporates by reference its admissions and denials set forth in paragraphs 1through 24 above as if fully rewritten herein.

26. Hartford is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraphs 52, 53, 54 of the Amended Complaint and therefore, denies same.

27. In response to paragraph 55 of the Amended Complaint, Hartford hereby incorporates by reference its admissions and denials set forth in paragraphs 1through 26 above as if fully rewritten herein.

28. Hartford is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraphs 56, 57, 58, and 59 of the Amended Complaint and therefore, denies same.

29. In response to paragraph 60 of the Amended Complaint, Hartford hereby incorporates by reference its admissions and denials set forth in paragraphs 1through 28 above as if fully rewritten herein.

30. Hartford is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraphs 61 and 62 of the Amended Complaint and therefore, denies same.

31. In response to paragraph 63 of the Amended Complaint, Hartford hereby incorporates by reference its admissions and denials set forth in paragraphs 1through 30 above as if fully rewritten herein.

32. Hartford is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraphs 64 and 65 of the Amended Complaint and therefore, denies same.

Second Defense to All Claims

33. The allegations contained in the Complaint and in each claim fail to state a claim against Hartford upon which any relief can be granted.

Third Defense to All Claims

34. Plaintiffs have failed to abide by and follow certain conditions precedent to making any claim against Hartford on its bond issued on this Project.

Fourth Defense to All Claims

35. Plaintiffs have waived and or estopped to make any claim against Hartford.

Fifth Defense to All Claims

36. Plaintiffs' claims are barred in whole or part by an accord and satisfaction.

Sixth Defense to All Claims

37. Plaintiffs' claims are or may be barred in whole or part by laches and the statute of limitations.

Seventh Defense to All Claims

38. Plaintiffs' claims are or may be barred by their failure to mitigate any damages suffered by Plaintiffs.

Eighth Defense to All Claims

39. Plaintiffs' claims and damages, if any, were incurred as a result of their own conduct or the conduct of others over whom Hartford has no control or responsibility.

Ninth Defense to All Claims

40. Plaintiffs accepted this project and are, therefore, barred from making any further claims.

Tenth Defense to All Claims

41. Hartford hereby incorporates by reference and asserts on its own behalf any defenses asserted in this matter by its bond principal, Jack Gibson Construction Company.

Eleventh Defense to All Claims

42. Hartford reserves the right to assert further defenses discovered in this matter through ongoing discovery.

WHEREFORE, Defendant, Hartford Insurance Company, demands that the Amended Complaint filed herein against it be dismissed and that it recover its costs incurred herein.

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and accurate copy of the foregoing Answer of Defendant, Hartford Fire Insurance Company, to Amended Complaint was served by regular U.S. mail, postage prepaid, on this 14th day of July, 2014, on the following persons:

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