

**IN THE COURT OF COMMONH PLEAS
SUMMIT COUNTY, OHIO**

**MARKET EAST 692
LIMITED LIABILITY COMPANY**

Plaintiff

vs.

**AKRON WOMEN'S MEDICAL GROUP,
INC.**

Defendant

CASE NO. CV 2017 11 4578

JUDGE PAUL GALLAGHER

**ANSWER TO PLAINTIFF'S
AMENDED COMPLAINT**

**TRIAL BY JURY ENDORSED
HEREON**

As its Answer to Plaintiff's Amended Complaint, the Defendant, Akron Women's Medical Group, Inc. ("AWMG") admits, denies, and alleges as follows:

First Affirmative Defense

1. Denies for want of knowledge the allegations contained in Paragraph 1 of Plaintiff's Amended Complaint, but admits matters of public record.
2. Admits the allegations contained in Paragraph 2 of Plaintiff's Amended Complaint.
3. Admits that Dr. Grossman is the sole owner of AWMG, but denies the remaining allegations contained in Paragraph 3 of Plaintiff's Amended Complaint.
4. Admits the allegations contained in Paragraph 4 of Plaintiff's Amended Complaint.
5. Denies the allegations contained in Paragraph 5 of Plaintiff's Amended Complaint.
6. Admits the allegations contained in Paragraph 6 of Plaintiff's Amended Complaint.
7. Admits the allegations contained in Paragraph 7 of Plaintiff's Amended Complaint.
8. Admits the allegations in Paragraph 8 of Plaintiff's Amended Complaint.
9. Admits the allegations contained in Paragraph 9 of Plaintiff's Amended Complaint.
10. Denies the allegations contained in Paragraph 10 of Plaintiff's Amended Complaint.

11. Denies the allegations contained in Paragraph 11 of Plaintiff's Amended Complaint.
12. Denies the allegations contained in Paragraph 12 of Plaintiff's Amended Complaint.
13. Denies the allegations contained in Paragraph 13 of Plaintiff's Amended Complaint.

COUNT ONE
(Breach of Lease and Money Damages)

14. AWMG hereby incorporates all its responses to Plaintiff's Amended Complaint and its affirmative defenses as set forth above as if fully rewritten herein.
15. Admits the allegations contained in Paragraph 15 of Plaintiff's Amended Complaint.
16. Denies the allegations contained in Paragraph 16 of Plaintiff's Amended Complaint.
17. Admits the allegations contained in Paragraph 17 of Plaintiff's Amended Complaint.
18. Denies for want of knowledge the allegations contained in Paragraph 18 of Plaintiff's Amended Complaint.
19. Denies the allegations contained in Paragraph 19 of Plaintiff's Amended Complaint.
20. Denies the allegations contained in Paragraph 20 of Plaintiff's Amended Complaint.
21. Denies the allegations contained in Paragraph 21 of Plaintiff's Amended Complaint.
22. Denies the allegations contained in Paragraph 22 of Plaintiff's Amended Complaint.
23. Denies the allegations contained in Paragraph 23 of Plaintiff's Amended Complaint.
24. Denies the allegations contained in Paragraph 24 of Plaintiff's Amended Complaint.
25. Denies the allegations contained in Paragraph 25 of Plaintiff's Amended Complaint.
26. Denies any and all allegations in Plaintiff's Amended Complaint that are not specifically admitted in their Answer.

Second Affirmative Defense

27. Plaintiff fails to state a claim upon which relief can be granted.

Third Affirmative Defense

28. Plaintiff's claims are barred because the "Lease" as described in the Amended Complaint has expired, and a month-to-month lease was entered into with no personal guarantee.

Fourth Affirmative Defense

29. Plaintiff's Amended Complaint is not warranted under the terms of the month-to-month lease.

Fifth Affirmative Defense

30. Plaintiff's claims are barred by applying the "clean hands" doctrine

Sixth Affirmative Defense

31. Plaintiff, by its own acts, and/or conduct has failed to mitigate its damages.

Seventh Affirmative Defense

32. Plaintiff's claims are barred by the express terms of the month-to-month lease.

Eighth Affirmative Defense

33. Defendant has fully performed all its contractual obligations which it has not been prevented from performing by the Plaintiff.

Ninth Affirmative Defense

34. Plaintiff's claims are barred by the doctrines of acquiescence, waiver, estoppel and ratification.

Tenth Affirmative Defense

35. Plaintiff's claims are barred for not providing proper notice prior to commencing litigation.

Eleventh Affirmative Defense

36. Defendant vacated the premises after notification to Plaintiff, and with knowledge and consent of Plaintiff.

Twelfth Affirmative Defense

37. Any loss and/or damages which have been sustained by Plaintiff are the result of intervening acts of a third person or persons.

Thirteenth Affirmative Defense

38. Defendant reserves the right to assert additional defenses as may become apparent through discovery.

WHEREFORE, having fully answered in full, Defendant prays that Plaintiff's Amended Complaint be dismissed, and that Defendant recover its costs and attorney's fees incurred herein.

JURY DEMAND

Demand is hereby made for trial by jury.

Respectfully submitted,

SKIDMORE & ASSOCIATES

/s/ Spiros Vasilatos

SPIROS VASILATOS, JR. (#5052)

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*Attorney for Defendants, Akron Women's Group,
Inc. and Gerald Grossman, M.D.*

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and accurate copy of the foregoing Notice of Appearance will be electronically filed the 7th day of February 2018. Notice of this filing was sent to Plaintiff's counsel by operation of the Court's electronic filing system. A copy is also being sent via regular U. S. mail to Plaintiff's counsel as follows:

John P. Susany, Esq.
Kathleen A. Hahner, Esq.
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/s/ Spiros Vasilatos
SPIROS VASILATOS, JR., (#5052)