

STATE OF MINNESOTA  
COUNTY OF HENNEPIN

DISTRICT COURT  
FOURTH JUDICIAL DISTRICT  
CASE TYPE: Contract

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Acme Home & Garden, LLC,

File No. \_\_\_\_\_

Plaintiff,

**ANSWER**

v.

John Doe,

Defendant.

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**COMES NOW, JOHN DOE, FOR ANSWER TO PLAINTIFF'S COMPLAINT, STATES  
AND ALLEGES AS FOLLOWS:**

1. Defendant admits the allegations contained in paragraph 1 of the Complaint.
2. Defendant admits the allegations contained in paragraph 2 of the Complaint.
3. Defendant admits the allegations contained in paragraph 3 of the Complaint.
4. Defendant admits the allegations contained in paragraph 4 of the Complaint.
5. Defendant admits the allegations contained in paragraph 5 of the Complaint.
6. Defendant admits the allegations contained in paragraph 6 of the Complaint.
7. Defendant admits the allegations contained in paragraph 7 of the Complaint.
8. Defendant admits the allegations contained in paragraph 8 of the Complaint.
9. Defendant admits the allegations contained in paragraph 9 of the Complaint.
10. Defendant denies the allegations contained in paragraph 10 of the Complaint.

11. Defendant admits that Sheila Johnson called him on the telephone. Defendant denies all other allegations contained in paragraph 11 of the Complaint.
12. Defendant lacks a sufficient basis in fact to admit or deny the allegations contained in paragraph 12 of the Complaint.
13. Defendant admits that Acme's landscapers arrived at Defendant's property at 9:00 a.m. Defendant denies all other allegations contained in paragraph 13 of the Complaint.
14. Defendant lacks a sufficient basis in fact to admit or deny the allegations contained in paragraph 14 of the Complaint.
15. Defendant admits that Sheila Johnson called him on the telephone. Defendant denies all other allegations contained in paragraph 15 of the Complaint.
16. Defendant admits the allegations contained in paragraph 16 of the Complaint.
17. Defendant admits that the work was not completed by April 30. Defendant denies all other allegations contained in paragraph 17 of the Complaint.
18. Defendant admits that he telephoned Sheila Johnson. Defendant denies all other allegations contained in paragraph 18 of the Complaint.
19. Defendant lacks a sufficient basis in fact to admit or deny the allegations contained in paragraph 19 of the Complaint.
20. Defendant lacks a sufficient basis in fact to admit or deny the allegations contained in paragraph 20 of the Complaint.
21. Defendant denies the allegations contained in paragraph 21 of the Complaint.
22. Defendant denies the allegations contained in paragraph 22 of the Complaint.
23. Defendant denies the allegations contained in paragraph 23 of the Complaint.
24. Defendant denies the allegations contained in paragraph 24 of the Complaint.

25. Defendant denies the allegations contained in paragraph 25 of the Complaint.

### **AFFIRMATIVE DEFENSES**

26. Defendant restates and realleges the allegations contained in Paragraphs 1–25.

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

28. Plaintiff's claim is barred by the doctrines of waiver and estoppel.

29. Plaintiff's claim is barred by the doctrine of accord and satisfaction.

### **COUNTERCLAIMS**

30. Defendant restates and realleges the allegations contained in Paragraphs 1–29.

31. The contract between Plaintiff and Defendant was modified. Plaintiff agreed to finish the work by April 30, 2010. Plaintiff further agreed that it would begin work no earlier than 11:00 a.m. on any given work day.

32. Plaintiff arrived at Defendant's home earlier than 11:00 a.m. on multiple days.

33. Plaintiff failed to complete the work by April 30, 2010.

34. Plaintiff's conduct constitutes a material breach of the contract.

35. As a result of the above, Defendant has suffered actual damages estimated to be determined by a finder of fact.

### **PRAYER FOR RELIEF**

**WHEREFORE**, the Defendant prays for entry of judgment in its favor, and against the Plaintiff, as follows:

1. Judgment against Defendant for breach of contract in an amount to be determined at trial.
2. Awarding pre-judgment and post-judgment interest to Defendant.
3. Such other and further relief as may be deemed just and equitable.

**RAGAN LAW OFFICES**

Date: July \_\_, 2010

By: \_\_\_\_\_

Ronnie Ragan (#xxxxxxx)  
550 Broadview Street  
Minneapolis, Minnesota 55402  
(612) xxx-xxxx

**ATTORNEY FOR DEFENDANT**

**ACKNOWLEDGEMENT REQUIRED BY LAW**

Defendant, through its undersigned attorney, hereby acknowledges that costs, disbursements, and reasonable attorney and witness fees may be awarded pursuant to Minn. Stat. § 549.211, to the party against whom the allegations in this pleading are asserted.

Dated: July \_\_, 2010

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Attorney