

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Carl Owens Contracting, Inc.,

Plaintiff,

vs.

Gulfside Supply, Inc. d/b/a Gulfeagle
Supply and Weyerhaeuser NR Company,

Defendants.

Weyerhaeuser NR Company,

Third-Party Plaintiff,

vs.

Don Ross, LLC,

Third-Party Defendant.

IN THE COURT OF COMMON PLEAS

Case No.: 2018-CP-10-05367

**WEYERHAEUSER NR COMPANY'S
ANSWER TO GULFSIDE'S CROSS-
CLAIMS**

BY _____
JULIE J. ARMSTRONG
CLERK OF COURT
2019 MAR 29 AM 11:30

FILED

Defendant Weyerhaeuser NR Company (“Weyerhaeuser”), by and through its undersigned attorney, hereby answers the Counterclaim, Cross-Claim, and Third-Party Complaint (the “Cross-Claim”) filed by Gulfside Supply, Inc. d/b/a Gulfeagle Supply (“Gulfside”), as follows:

1. Paragraphs 1 – 35 and the unnumbered paragraphs containing the second through twelfth defenses in Gulfside’s Answer to Plaintiff’s Complaint are not directed at Weyerhaeuser and require no response by Weyerhaeuser. To the extent a response is required, Weyerhaeuser denies said allegations.

2. Weyerhaeuser admits upon information and belief the allegations contained in Paragraphs 1, 2, 3, 4, 5, 6 , and 7 of Gulfside’s Cross-Claim.

3. Weyerhaeuser is without sufficient information to admit or deny the allegations contained in Paragraphs 8 and 9 of Gulfside's Cross-Claim and therefore denies the same.

4. Weyerhaeuser admits upon information and belief the allegations contained in Paragraph 10 of Gulfside's Cross-Claim.

5. In response to Paragraph 11 of Gulfside's Cross-Claim, Weyerhaeuser craves reference to the Complaint filed by the Plaintiff in this action and denies any characterization thereof in Paragraph 11 of Gulfside's Cross-Claim that is inconsistent therewith. Furthermore, Weyerhaeuser denies the claims against it in the Complaint.

6. Weyerhaeuser admits upon information and belief the allegations contained in Paragraph 12 of Gulfside's Cross-Claim.

7. Paragraph 13 of Gulfside's Cross-Claim alleges a legal conclusion to which no response is required. To the extent a response by Weyerhaeuser is required, Weyerhaeuser is without information to admit or deny the allegations contained in Paragraph 13 of Gulfside's Cross-Claim and therefore denies the same.

8. Weyerhaeuser denies the allegations contained in Paragraphs 14, 15, 16, and 17 of Gulfside's Cross-Claim.

9. Weyerhaeuser denies the allegations and any relief sought in the Wherefore clause.

10. Weyerhaeuser denies each and every allegation not expressly admitted herein.

FOR A SECOND AND AFFIRMATIVE DEFENSE
(Rule 12(b), SCRPC)

11. Weyerhaeuser asserts the defenses set forth in Rule 12(b) of the South Carolina Rules of Civil Procedure, including, but not limited to, that Gulfside failed to allege facts sufficient to state a claim against Weyerhaeuser.

FOR A THIRD AND AFFIRMATIVE DEFENSE
(Standing)

12. Gulfside lacks standing to make the claims asserted against Weyerhaeuser in this action.

FOR A FOURTH AND AFFIRMATIVE DEFENSE
(Alleged Joint Tortfeasors)

13. Gulfside's claims against Weyerhaeuser are barred by the principles set forth in *Scott by McClure v. Fruehauf Corp.*, 302 S.C. 364, 396 S.E.2d 354 (1990).

FOR A FIFTH AND AFFIRMATIVE DEFENSE
(Comparative Negligence)

14. Gulfside's claims against Weyerhaeuser are barred or should be reduced by Gulfside's own comparative negligence, carelessness, recklessness, willfulness, and wantonness.

FOR A SIXTH AND AFFIRMATIVE DEFENSE
(Intervening Acts or Omissions)

15. Gulfside's alleged damages are the results of acts or omissions of other entities over whom Weyerhaeuser had no control, barring Gulfside's claims against Weyerhaeuser.

FOR AN SEVENTH AND AFFIRMATIVE DEFENSE
(Waiver / Estoppel / Laches)

16. Gulfside's claims against Weyerhaeuser are barred by the doctrine of Laches, Waiver, and Estoppel

FOR AN EIGHTH AND AFFIRMATIVE DEFENSE
(Additional Defense)

17. Weyerhaeuser reserves the right to assert and does not waive any addition or further defenses as may be revealed upon any amendments to the pleadings, discovery, or otherwise and reserves the right to amend this Answer to assert any such defenses.

WHEREFORE, Weyerhaeuser prays that Gulfside's Cross-Claim against Weyerhaeuser be dismissed and that this Court award Weyerhaeuser costs and defense in incurring in defending this action and such other and further relief as this Court deems just.

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By: 

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Attorneys for Defendant Weyerhaeuser NR
Company

March 27, 2019

CERTIFICATE OF SERVICE

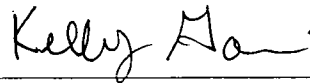
This is to certify that a copy of Weyerhaeuser NR Company's Answer to Gulfside's Cross-Claims has been served upon the following counsel of record by placing the same in the United States mail, first class postage prepaid, addressed to the following as shown below this 27th day of March, 2019.

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FILED

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**JULIE J. ARMSTRONG
CLERK OF COURT**

BY _____





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Atlanta, GA
Charleston, SC
Charlotte, NC
Columbia, SC
Greenville, SC
Raleigh, NC
Spartanburg, SC

March 27, 2019

The Honorable Julie Armstrong
Charleston County Clerk of Court
100 Broad Street, Suite 106
Charleston, SC 29401

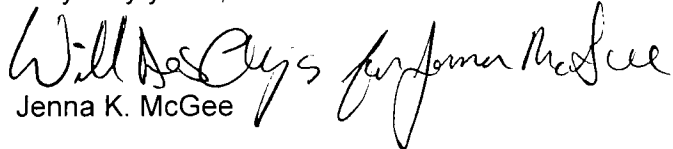
**Re: Carl Owens Contracting, Inc. v. Gulfside Supply, Inc. d/b/a Gulfeagle Supply
and Weyerhaeuser NR Company; Case No.: 2018-CP-10-05367**

Dear Ms. Armstrong:

Enclosed for filing please find an original and a copy of Weyerhaeuser NR Company's Answer to Gulfside's Cross-Claims. Please file the original and return a file-stamped copy to me in the enclosed self-addressed stamped envelope.

Thank you for your attention to this matter.

Very truly yours,


Jenna K. McGee

JKM/kjg
Enclosures

cc: All Counsel of Record (via email and U.S. Mail)

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