

IN THE CIRCUIT COURT OF IZARD COUNTY, ARKANSAS

NICOLE LONG, on behalf of Herself
AND ALL OTHERS
SIMILARLY SITUATED

PLAINTIFF

Vs.

No. 33CV-23-190

DERIK JULIAN,
RYAN HAYDEN,
ALLIANCE HEMP COMPANY, LLC,
JORDAN'S KWIK STOP, INC.,
JOHN DOES 1-10

DEFENDANTS

ANSWER OF DEFENDANT JORDAN'S KWIK STOP, INC.

Comes Defendant Jordan's Kwik Stop, Inc., by and through counsel, Barber Law Firm PLLC, and for its Answer to Plaintiff's Complaint, states:

1. The allegations contained in paragraph 1 of the Plaintiff's Complaint state legal conclusions to which no response is required. However, this Defendant denies the allegations contained within paragraph 1 within the Plaintiff's Complaint to the extent those allegations are inconsistent with controlling law.

2. This Defendant is without sufficient information to admit or deny the allegations contained within paragraphs 2, 3, and 4 of the Plaintiff's Complaint, and those allegations are therefore denied at this time.

3. The allegations contained within paragraphs 5, 6, and 7 of the Plaintiff's Complaint are denied.

4. This Defendant is without sufficient information to admit or deny the allegations contained within paragraphs 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, and 37 of the Plaintiff's Complaint, and those allegations are

therefore denied at this time. This Defendant denies the legal conclusions stated therein to the extent those statements are inconsistent with controlling law. This Defendant does not engage in the manufacture or labeling of the products described in the Complaint.

5. The allegations contained within paragraphs 38, 39, 40, 41, 42, 43, 44, and 45 of the Plaintiff's Complaint are denied.

6. With respect to the allegations contained within paragraph 46 of the Plaintiff's Complaint, this Defendant incorporates by reference each of its responses to paragraphs 1 through 45 of the Plaintiff's Complaint as if set forth fully herein.

7. This Defendant is without sufficient information to admit or deny the allegations contained within paragraphs 47 and 48 of the Plaintiff's Complaint, and those allegations are therefore denied at this time.

8. The allegations contained within paragraphs 49, 50, 51, 52, 53, 54, 55, and 56 of the Plaintiff's Complaint are denied.

9. This Defendant is without sufficient information to admit or deny the allegations contained within paragraph 57 of the Plaintiff's Complaint, and those allegations are therefore denied at this time.

10. The allegations contained within paragraph 58 of the Plaintiff's Complaint are denied.

11. This Defendant is without sufficient information to admit or deny the allegations contained within paragraphs 59 and 60 of the Plaintiff's Complaint, and those allegations are therefore denied at this time.

12. The allegations contained within paragraphs 61, 62, 63, 64, 65, 66, 67, 68, and 69 of the Plaintiff's Complaint are denied.

13. The allegations contained within paragraphs 70 and 71 of the Plaintiff's Complaint state a conclusion of law to which no response is required. However, this Defendant denies the allegations contained within paragraphs 70 and 71 of the Plaintiff's Complaint to the extent those allegations are inconsistent with controlling law.

14. This Defendant is without sufficient information to admit or deny the allegations contained within paragraphs 72 and 73 of the Plaintiff's Complaint, and those allegations are therefore denied at this time.

15. The allegations contained within paragraphs 74, 75, 76, 77, 78, 79, 80, 81, and 82 of the Plaintiff's Complaint are denied.

16. With respect to the allegations contained within paragraph 83 of the Plaintiff's Complaint, this Defendant joins the Plaintiff's request for a trial by jury on all contested issues of fact.

17. This Defendant denies the allegations contained within the "WHEREFORE" at the conclusion of Plaintiff's Complaint.

18. This Defendant affirmatively pleads each and every defense available to it pursuant to Ark. R. Civ. P. 8(c), including, but not limited to:

- a. accord and satisfaction;
- b. arbitration and award;
- c. comparative fault;
- d. discharge in bankruptcy;
- e. duress;
- f. estoppel;
- g. exclusiveness of remedy under workman's compensation law;
- h. failure of consideration;
- i. fraud;
- j. illegality;
- k. injury by fellow servant;

- l. laches;
- m. license;
- n. payment;
- o. release;
- p. res judicata;
- q. set-off;
- r. statute of fraud;
- s. statute of limitations; and
- t. waiver.

19. This Defendant affirmatively pleads each and every defense available to it pursuant to Ark. R. Civ. P. 12(b), including but not limited to, insufficiency of process, insufficiency of service of process, failure to state facts upon which relief may be granted, and failure to join a necessary party.

20. This Defendant affirmatively pleads the Plaintiff lacks standing to assert the causes of action stated in the Plaintiff's Complaint.

21. This Defendant affirmatively pleads that the Plaintiff has not sustained actual damages.

22. This Defendant affirmatively pleads that the Plaintiff failed to mitigate her damages.

23. This Defendant affirmatively pleads the doctrines of contributory negligence and comparative fault so as to bar or reduce any recovery that may be had herein.

24. This Defendant affirmatively pleads the doctrine of independent intervening proximate cause.

25. This Defendant affirmatively pleads the tacit agreement doctrine so as to bar any claim for consequential damages.

26. This Defendant affirmatively pleads that it had no knowledge whatsoever of any potential illegal conduct and to that end, punitive damages would be unavailable against it. This Defendant affirmatively pleads that it is entitled to a bifurcation of the claims against the separate defendant and with respect to any claim for punitive damages, if allowed against any party in this lawsuit.

27. This Defendant affirmatively pleads that the cause of action alleged herein sounds in contract, and as a result, this Defendant affirmatively pleads that it is entitled to recover its reasonable attorneys' fees and costs pursuant to Ark. Code Ann. § 16-22-308.

28. This Defendant affirmatively pleads each and every applicable affirmative defense asserted by any other defendant to this action.

29. This Defendant reserves the right to amend its Answer and file such other pleadings as are necessary, including a potential Third-Party Complaint, Counterclaim or Cross-Claim, as warranted by this Defendant's ongoing investigation and discovery.

WHEREFORE, having fully answered, Jordan's Kwik Stop, Inc. respectfully requests that the Plaintiff's Complaint be dismissed, and for all other just and proper relief to which it may be entitled.

Respectfully submitted,

BARBER LAW FIRM PLLC
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By: /s/ James D. Robertson
James D. Robertson AR BIN 95181

CERTIFICATE OF SERVICE

I hereby certify that on this 2nd day of February, 2024, I electronically filed the foregoing with the Clerk of Court by using the electronic filing system which shall send notification of such filing to the following:

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/s/ James D. Robertson _____

James D. Robertson