

# **EXHIBIT B**

IN THE DISTRICT COURT OF MARSHALL COUNTY, ALABAMA

GARY WAYNE WRIGHT, II.,

*Plaintiff/Counter Claim Defendant*

v.

DEMPSEY T. ISOM, et al.,

*Defendants/Counter Claim Plaintiff.*

CASE NO. DV-2022-69

ANSWER

COMES NOW the Defendant, DEMPSEY T. ISOM, and for said answer to Plaintiff's Complaint by Defendant and denies generally the allegations of the Complaint and demands strict proof thereof.

AFFIRMATIVE DEFENSES

1. Plaintiff has failed to state a claim upon which relief can be granted.
2. Plaintiff has failed to mitigate his damages and is therefore barred from recovery.
3. Plaintiff's claims are barred in full, or in part, based upon the doctrine of contributory negligence.
4. Plaintiff's claims are barred in full, or in part, based upon the doctrine of unclean hands.
5. Plaintiff's claims are barred in full, or in part, based upon the doctrines of ratification, wavier and/or latches.
6. Plaintiff's claims are barred in full, or in part, based upon the doctrines of set off and/or recoupment.
7. Plaintiff's claims are barred in full, or in part, based upon the doctrines of set off and/or recoupment.
8. Plaintiff's claims are barred in full, or in part, based upon the doctrines of judicial estoppel.
9. Plaintiff's claims are barred in full, or in part, based upon the doctrines of set off and/or recoupment.
10. Plaintiff has named Defendants which are improper parties to this litigation.
11. Plaintiff's alleged damages are not the proximate result of Defendants' actions.

12. Plaintiff's claims are barred to the extent that the damages sought by Plaintiff are unconstitutionally excessive and disproportionate to any actual damages that Plaintiff may have sustained, in violation of the Due Process clause.

13. Defendants reserve the right to assert any further affirmative defenses during and following discovery in the action

**COUNTERCLAIM**  
**COUNT ONE-EVICTION**

1. Defendant demand the right to possession from the Plaintiff of the premises located at 103 Mayberry Lane, Arab, Alabama 35016.

2. Prior to the filing of this Counterclaim, Plaintiff occupied certain real property located in Marshall County, Alabama, and which is identified as 103 Mayberry Lane, Arab, Alabama 35016.

3. That the lease which is the subject of this suit was month to month, and was terminated by Defendant on or about October 31, 2022, by posting of notice on Plaintiff's front door on September 27, 2022.

4. The Plaintiff owes for past due rent in the amount of ONE THOUSAND TWO HUNDRED AND 00/100 DOLLARS (\$1,200.00).

6. As a result of the various breaches of the agreement the Plaintiff has suffered or will suffer, the following losses and expenses:

**WHEREFORE**, the premises considered, Defendants/Counter-claim Plaintiffs demand judgment against Plaintiff/Counter-claim Defendant for the possession of the said premises and the sum of ONE THOUSAND TWO HUNDRED AND 00/100 DOLLARS (\$1,200.00), interest, and costs of court, for the willful breach of the lease.

**COUNT TWO-DEFAMATION PER SE**

7. Defendants/Counter-claim Plaintiffs are in the business of ownership and management rental property.

8. Defendants/Counter-claim Plaintiffs are private, non-public entities/individuals.

9. Defendants/Counter-claim Plaintiffs were and/or are nonmedia entities/individuals.

10. Plaintiff/Counter-claim Defendant as made numerous false, and defamatory statements about Defendants/Counter-claim Plaintiffs, which have been published on online, referring to Defendants/Counter-claim Plaintiffs as a "Slumlord" and stating that Defendants/Counter-claim Plaintiffs fail or refuse to adequately maintain the retail properties.

11. Plaintiff/Counter-claim Defendant is strictly liable for the damages caused by the liable.

12. Alternatively, Plaintiff/Counter-claim Defendant was negligent with respect to the truth or falsity of the defamatory statements of fact.

13. Alternatively, Plaintiff/Counter-claim Defendant was reckless with regard to whether the defamatory statements were false.

**WHEREFORE**, the premises considered, Defendants/Counter-claim Plaintiffs demand judgment against Plaintiff/Counter-claim Defendant for defamation *per se*, interest, and costs of court, for the Plaintiff/Counter-claim Defendant false statements.

### COUNT THREE-STORAGE UNIT RENT

14. Plaintiff/Counter-claim Defendant rents a storage unit from Defendants/Counter-claim Plaintiffs.

15. Plaintiff/Counter-claim Defendant has failed to pay the rents for the storage unit.

16. Plaintiff/Counter-claim Defendant owes EIGHTY-NINE DOLLARS (\$89.00) for each month starting in October 2022.

**WHEREFORE**, the premises considered, Defendants/Counter-claim Plaintiffs demand judgment against Plaintiff/Counter-claim Defendant for the possession of the said storage unit and the sum of ONE HUNDRED EIGHTY-EIGHT AND 00/100 DOLLARS (\$188.00), interest, and costs of court, for the willful breach of the rental agreement.

Dated this the 16<sup>th</sup> day of November, 2022.



**CLINT L. MAZE (MAZ004)**

**Wilmer & Lee, P.A.**

*Attorney for Defendants*

725 North Brindlee Mountain Parkway

Arab, Alabama 35016

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**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that on this the 16<sup>th</sup> day of November, 2022, a true and exact copy of this pleading, brief or other instrument has been served upon counsel for all parties at interest in this cause by delivering a true and exact copy of said pleading to the offices of said counsel or by placing a true and exact copy of said pleading in the United States Mail, addressed to said counsel at his office, with sufficient postage thereupon to carry the same to its destination or be electronically mailing a true and exact copy of said pleading to the offices of said counsel.

- AlaFile/Cm-ECF electronic filing  
 E-mail, delivery receipt requested  
 U.S. Mail  
 Hand Delivery

**GARY WAYNE WRIGHT, II.**  
103 Mayberry Lane  
Arab, Alabama 35016

  
OF COUNSEL